### **COUNCIL MEETING AGENDA**

### Monday, May 22, 2023 – 7:00PM

- I. Call to Order
- II. Reflection and Pledge of Allegiance
- III. Roll Call: M. Heckmann, J. Maloney, R. Astor, N. Kovach, W. Oates, M. Randazzo, D. Swisher, D. Baumgarten, E. O'Malley, K. Stringent, D. Biondo, K. Truver, P. Vietmeier.
- IV. Approval of Minutes May 8, 2023
- V. Public Comments Agenda Items Only
- VI. Bid Openings –

Motion to issue an intent to award a lump sum CoStars contract for Nos. 23-PK3 (Synthetic Field - \$909,052), Contract No. 23-PK5 (Lighting - \$625,353), Contract No. 23-PK6A (Courts and Trails - \$413,014), Contract No. 23-PK7 (Fencing - \$253,161) in an aggregate amount of up to \$2,200,580 to Keystone Sports Construction for the Group 2 Lower and Rear Hamilton Park Capital Improvements in accordance with the LSSE bid tabulations dated April 21, 2023, May 5, 2023, and May 19, 2023 subject to review and approval of the agreement by the Borough Solicitor.

- VII. Public Hearings
- VIII. Civil Service Commission -

Motion to accept the minutes of the Civil Service Commission dated May 15, 2023;

Motion to approve the proposal to extend the Sergeant Promotion eligibility list from May 2022 for one year to May 23, 2024, pursuant to Article V Section 503 as adopted by the Civil Service Commission;

Motion to approve the proposal to amend the Castle Shannon Rules allow for tattoo, so long as they can be covered while the employee is in uniform, pursuant to Article III Section 305(e), as adopted by the Civil Service Commission.

- IX. Real Estate Tax Collector
- X. Council Committee Reports
  - A. Public Relations/Communications
  - B. Buildings & Grounds/Public Works
  - C. Public Safety/Fire -

Motion to Authorize the Appropriate Borough Officials to Execute the Necessary Paperwork as it Relates to the COSTARS Purchase of a 2023 Ford Police Interceptor Utility AWD in the Amount of \$40,440.00

- D. Finance
- E. Community Activities/Planning & Codes Permits; Violations;

Denny Puko, Planning Consultant, LLC Castle Shannon Borough Zoning Ordinance Audit Presentation

- F. Library
- G. MRTSA
- H. Associations
  - i. South Hills Area Council of Governments (SHACOG)
  - ii. Allegheny County Borough's Association/Allegheny League of Municipalities (ACBA/ALOM)

- I. Police Pension
- J. Non-Uniformed Pension
- XI. Manager's Report

Motion to Authorize the Appropriate Borough Officials to enter into a Memorandum of Understanding (MOU) between the Borough and the Pennsylvania Solar Center Partnership on the GET Solar – CONNECT program;

Motion to Authorize a Silver Sponsorship in the amount of \$300.00 to the Keystone Oaks Education Association in Support of the 2023 Dormont Dash;

Motion to Authorize the Appropriate Borough Official to Execute the Service Order Authorization for Sleepy Hollow and Killarney Drive Pedestrian Improvements in the amount of \$56,200 as prepared by Lennon Smith;

Motion to Authorize the Appropriate Borough Officials to Advertise for Public Bid the Automated Red Light Enforcement Grant Project at the Intersection of Cooke Drive and Mt. Lebanon Blvd;

Discussion Re. Vittes Parking Lot Interim Design;

Motion to Accept the Resignation of Borough Manager Katie M. Stringent.

XII. MS4 - Update Re. Saw Mill Run Pollution Reduction Plan Project

XIII. Mayor's Report -

XIV. Planning Commission

XV. Solicitor's Report

XVI. Keystone Oaks

XVII. Public Comment Period - Any Open Items

XVIII. Other Business

XIX. Adjournment

### CASTLE SHANNON BOROUGH MINUTES OF REGULAR MEETING

May 8, 2023

The following elected officials were present: M. Heckmann, J. Maloney; R. Astor; N. Kovach; B. Oates; M. Randazzo; D. Swisher; D. Baumgarten; E. O'Malley. The following appointed officials were present: K. Stringent, Borough Manager; K. Truver, Police Chief; P. Vietmeier, Codes Official; D. Biondo, Solicitor.

<u>Minutes:</u> The minutes of the April 24, 2023 council meeting were presented. Mr. Astor motioned to approve the minutes. Mr. Swisher seconded; all in favor; motion carried.

<u>Public Comment – Agenda Items:</u> No comments were received; therefore, the public comment section was closed.

**Bid Openings:** Mr. Heckmann discussed budgeting for the 2023 road programs from the capital and liquid fuels funds. Ms. Stringent presented the results of the 2023 Liquid Fuels Fund Roadway Improvement Program bid opening, which includes sections of Broadway Avenue, Highland Villa Drive, and Magnolia Drive. PennDOT's 2023 allocation to our liquid fuel fund is \$226,606. Mr. Swisher motioned to award the bid to the lowest responsible bidder – Mele & Mele & Sons Inc. for \$174,495. Mr. Astor seconded; all in favor; motion carried. Ms. Kovach asked about the balance of the state funding. Ms. Stringent answered that funds are used for rock salt, and balances roll over for additional paving in future years.

Ms. Stringent presented the bid opening of the 2023 Capital Fund Road Improvement Program. The motion was revised from the agenda to eliminate change orders. The road program includes sections of Maplewood Drive, Lindenwood Drive, and Waverly Street. Mr. Maloney motioned to award the base bid only of \$278,436.50 to the lowest responsible bidder – Mele & Mele & Sons Inc. for \$278,436.50. Mr. Swisher seconded; all in favor; motion carried.

Ms. Kovach motioned to reject the bid from Independent Enterprises Inc. for Contract No. 23-PK6 (Park Paving) and rebid subject to a bid award at a later date. Mr. Astor seconded; all in favor; motion carried.

Real Estate Tax Collector: Ms. O'Malley reported April collections of \$1,953,171.52. The year-to-date total collected is \$3,470,129.11.

### **Council Committee Reports**

**Public Relations/Communications** – Mr. Heckmann gave an update on construction projects throughout the borough. The first phase of the Parks Plus Plan is underway at the front of the library, Chestnut Park, and Prospect Park. Completion is scheduled for three to four weeks, weather dependent.

PA American Water is completing water line replacements in many locations throughout the borough. This project will continue to the end of this year.

Columbia Gas is actively working on Willow Avenue. A meeting was held April 10th with an open forum to discuss restoration options (asphalt versus brick) for a section of Willow Avenue. The tenor of the room was that paving would be the appropriate choice. The borough manager spoke to the utility company, who is willing to pave it. Council is comfortable with this change. The segment is approximately from Santoro's to James Street as well as the carved-out street parking spaces adjacent to the T station. This is at no cost to the borough.

A preconstruction meeting was held today regarding construction on lower Hamilton Park. Construction and mobilization will be starting next week. Construction is expected to be 90 days.

Canal Street is an access point for the MS4 required stream bank restoration project on Saw Mill Run. This project will be completed mid-June.

Building & Grounds/Public Works - Mr. Heckmann was happy to report that the crew was able to install soldier banners on Route 88 along with other locations throughout the borough.

Public Safety/Fire: Chief Truver announced that the assessors from the PA Law Enforcement Accreditation Commission visited last week, and the department received a positive recommendation. The accreditation will occur at the Pennsylvania Chiefs Conference in July. Kudos to Accreditation Manager Lt. David Lane and his team and all the officers.

Chief Truver announced that National Police Week is May 14 - 20, 2023.

Finance: Mr. Swisher reviewed the check registers for April 28th and May 5th and had no further questions. Mr. Swisher will review his expenditure questions from April 14th and April 21st with Ms. Stringent.

Community Activities/Planning and Codes – Mr. Vietmeier reported that there have been many home sales in the borough.

Mr. Heckmann welcomed a new business – Apples to Rainbows - on Willow Avenue.

Library – Ms. Randazzo reported concrete work in front of the library has begun. An entrance is available in the rear of the building with the elevator. Also, the book drop has moved to the back of the library.

The Board of Trustees met May 4<sup>th</sup> and worked on the mission and vision statements.

The Dress for Success project was successful and assisted six women. Another event is planned for June  $5^{th}$  from 4 pm -6 pm. Men who attended were provided with resources to explore.

A fundraiser is planned at Chick-Fil-A on May 29<sup>th</sup> from 11 am-8 pm. A portion of sales will be donated to the library.

The Tiny Art Show was very successful with 142 canvases distributed and 107 returned (a 75% return rate). Ms. Randazzo thanked everyone that was involved.

Ms. O'Malley added that she attended <u>Kaufmann's: The Family that Built Pittsburgh's Famed Department Store</u> book talk and over twenty people attended.

MRTSA – Mr. Heckmann reported that MRTSA is in consultation with other neighboring agencies to discuss with the Shapiro Administration funding opportunities as it related to reimbursement rates for funding directly to EMS providers. A regional group of five communities instituted a per household/unit fee to pay for ambulance services to those communities.

SHACOG – Mr. Oates reported that the next meeting will be held May 18<sup>th</sup>.

Ms. Stringent attended a mandatory pre-bid meeting for the next five-year solid waste and recycling contract. Automation costs are projected to go up 30-40%, with manual collection much higher. Formal bid opening will be June 5<sup>th</sup> in Scott Township at 11:00 a.m.

ACBA – Ms. Kovach reported that the quarterly meeting will be held May 11th.

PSAB - Ms. Kovach plans to attend the annual conference in Hershey from June 4-7.

<u>Police Pension/Non-Uniformed Pension:</u> The agenda contained the December 31, 2022 pension statements for the police pension plan, non-uniformed defined contribution, and non-uniformed pension plan and non-uniformed defined contribution pension plan. Ms. Randazzo motioned to accept the pension plans' financial statements as prepared by Girard. Mr. Astor seconded; all in favor; motion carried.

Manager: Ms. Stringent presented a resignation letter from Cheryl Salera. Ms. Salera has been a valued employee of Castle Shannon Borough for the past five years and will be missed. Ms. Kovach regretfully accepted the resignation of Borough Clerk Cheryl Salera. Mr. Astor seconded; all in favor; motion carried.

Ms. Stringent presented information regarding a declaration of a sanitary sewer emergency as it related to the need for emergency sanitary sewer repairs at and around 1320 Hamilton Road. The borough was made aware of the emergency situation regarding pooling and ponding sewage from a broken, exposed sanitary line (caused by erosion) discharging into a drainage swale. Mr. Astor motioned to declare a sanitary sewer emergency at and around 1320 Hamilton Road. Mr. Swisher seconded; all in favor; motion carried.

Ms. Stringent noted that the above-mentioned sanitary emergency repair included replacement of 250 feet of sanitary sewer pipe and installation of a new manhole. The costs were reviewed by the assistant manager, council president and the borough's engineer prior to the repairs. Mr.

Heckmann noted that the amount is over the required bidding process; however, that requirement is waived for emergency repairs. Mr. Maloney motioned to approve the expenditures in the amount of \$84,150.00 to Soli Construction Inc for the emergency sanitary sewer repair at and around 1320 Hamilton Road. Mr. Swisher seconded; all in favor; motion carried.

Mr. Astor motioned to appoint Ms. Kovach as the voting delegate for the purpose of the election of officers at the Pennsylvania State Association of Boroughs 2023 Annual Conference. Mr. Oates seconded. Ms. Kovach abstained. All in favor; motion carried.

Ms. Stringent presented a motion to award the bid for professional services for the RACP Funded Streetscape (Phase II) Design Services to KU Resources, Inc in the amount of \$149,320.00. A bid was also received from Lennon, Smith, Souleret Engineering Inc. in the amount of \$146,300.00. Ms. Stringent recommended awarding the bid to KU Resources for continuity of the project, and since they hold the Highway Occupancy Permit which may result in a cost savings from piggybacking onto PennDOT's MPT plan for the bridge replacement on Castle Shannon Blvd. In addition, Mark Patrick works exclusively for KU Resources and works primarily on RACP funding programs. Mr. Patrick has a wealth of information for this complicated project. Ms. Kovach deferred to the manager's recommendation and motioned to award the project to KU Resources Inc. Mr. Astor seconded. Mr. Swisher was opposed. Motion carried six to one.

Mr. Heckmann presented a motion to authorize a donation in the amount of \$3,000.00 to the Castle Shannon Youth Association for the 2023 Golf Outing. Historically, the borough supported the Castle Shannon Revitalization Golf Outing through hours of staff support from administration, public works, and Chief Truver which was estimated to be assessed at cost of \$3,000.00. Mr. Gigliotti of CSYA stated that the event has been going on for four years and has grown significantly with both golfing participants and hole sponsors. Hole sponsorship is reasonable at a cost of \$50.00. The golf outing is wholly organized and operated by CSYA volunteers. The venue will be Butler's Golf Course this year on October 7th. Mr. Gigliotti reported that the fundraiser makes \$1,000-\$1,500 per year. Mr. Maloney added that the proceeds are used for uniforms, equipment, and umpire fees. The CSYA has 107 children registered, and approximately 10-15 children receive financial assistance with their registration fees. Kovach and Mr. Gigliotti discussed sponsorship opportunities and donations. suggested that the motion be changed to a general donation, and not specifically for the golf Mr. Swisher motioned to authorize the donation to the Castle Shannon Youth Association for \$3,000.00. Ms. Randazzo seconded; all in favor; motion carried.

Mr. Heckmann discussed a request to enter into an agreement with the Castle Shannon Revitalization Corporation to allow the installation of two (2) charge point electric vehicle chargers at the James Street Parking Lot at a borough cost of approximately \$16,000 plus the annual cost of electricity. This would restrict four parking spots for the charging stations. Mr. Salvayon stated that the CSRC would match the borough's contribution of \$16,000, and installation costs are covered by Duquesne Light's Community Charging Program with a 10-year maintenance plan and 10-year warranty. Duquesne Light would provide the meters, the underground conduit, and pole installation if required. There is also a PA Drive Forward rebate program which allows for \$3,500 per plug-in. The software program has the ability to charge a

fee for the charging stations and has many customization features. Cost of electricity is estimated at \$500-\$600 per year. Mr. Swisher proposed the installation of one station, thereby eliminating only two public parking spots. Mr. Salvayon described the parking areas, handicapped designated parking, and available parking spots. Mr. Salvayon continued stating the project would increase patrons to the area, and the majority of business owners are in favor of this project.

The discussion on EV chargers continued. Mr. Heckmann noted that four parking spaces would be restricted to EV charging only. Chief Truver advised that the parking ordinance would need to be amended for the police to enforce the parking restriction. Mr. Oates questioned if the lot is usually filled to capacity on average during the weekdays or weekends. Mr. Salvayon answered that perhaps half the parking lot gets filled. Ms. Kovach added that Willow Station has their own parking area. Mr. Heckmann noted that the borough has purchased the Vitte's property, and that parking lot will be accessible to the public where a charging station could be planned for the future. Mr. Salvayon explained that both the Duquesne Light installation and PA Drive Forward grant requires a long-term installation. Mr. Heckmann discussed a CONNECT program which has launched a solar program to assess areas for solar related electric chargers, and he is more in favor of using solar energy than paying for electric. Ms. O'Malley questioned charging a fee for electricity or a parking space. Mr. Heckmann answered that none of the parking spots on James Street are metered. Mr. Swisher reiterated that he does not believe four spots should be restricted for public parking; but may possibly be in favor of one charging station depending on the cost. Ms. Kovach stated that solar powered chargers are a new concept and may take time before that resource can be used.

Mr. Astor motioned to allow the appropriate borough officials to enter into an agreement with the Castle Shannon Revitalization Corporation to allow for the installation of two (2) charge point electric vehicles chargers at the James Street Parking Lot at a borough cost of \$16,000 plus the annual cost of electricity. Ms. Kovach seconded. A roll call vote was held as follows: Mr. Maloney – no, Mr. Astor – no, Ms. Kovach – yes, Mr. Oates – yes, Ms. Randazzo – no, Mr. Swisher – no, Mr. Heckmann – no. Motion did not pass. Mr. Heckmann added that he would like to see a proposal and cost for one charging station and evaluate the Vitte's property as an appropriate location.

MS4: Mr. Heckmann noted that the stream bank restoration is going swimmingly.

<u>Mayor's Report</u> – Mayor Baumgarten presented a proclamation for National Police Week May 14-20, 2023 to recognize and honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy. Mayor Baumgarten further called upon all citizens of Castle Shannon to observe May 15<sup>th</sup> as Peace Officer's Memorial Day in honor of those officers who through their courageous deeds have made the ultimate sacrifice in service to their community – specifically Chief Justin McIntire, Brackenridge Police and Officer Sean Sluganski, McKeesport Police from our region.

Mayor Baumgarten discussed the police local use of radar bill which is in the Senate Appropriations Committee. Changes will need to be made before being presented to the

Transportation Committee of the House of Representatives, where the bill has never been approved.

<u>Keystone Oaks:</u> Santo (Sonny) Raso, Vice President of KOSD School Board – announced that graduation will be June 9<sup>th</sup>.

### **Public Comment:**

<u>Bryan Gigliotti, Poplar Avenue</u> – announced that sign-ups for the 2023 Summer Recreation Program will be held on Saturday, May 13<sup>th</sup> from 10 am – 12 noon at the Castle Shannon Municipal Center and Community Library of Castle Shannon. Residents can continue to register at the Castle Shannon Municipal Center after that date. The program will run from June 22<sup>nd</sup> to July 27<sup>th</sup> at Riehl Park.

Mary Kay & Jeff Lewandowski – discussed an animal infested, abandoned house on their street. The owner does not cut the grass in back of the house. Ms. Lewandowski showed pictures of the property to borough council and noted that the owner will not sell the property. The dilapidated property is devaluing the neighborhood. Mr. Vietmeier stated that he visits the house each year, and code violation letters have been ignored. Mr. Vietmeier will visit the site and do a comprehensive assessment this week.

Sonny Raso, Hastie Road – in lieu of police week, Mr. Raso acknowledged Officer Kalas for his work in the borough and wished him the best in his future endeavors.

Mr. Raso noted the renovations at Chestnut Park and questioned whether lighting and water would be installed. Mr. Heckmann answered there are no plans for those utilities, however lower Hamilton Park will be lit.

Mr. Raso questioned if the pollution reduction project on Canal Street would involve dredging the creek. Mr. Heckmann responded that debris would be removed, and plants installed for pollutant reduction and sedimentation control. Mr. Swisher noted that this project is mandated by the state.

Mr. Raso wished everyone good luck on election day.

<u>David Seiler, Arch</u> Avenue - noted that a borough truck has been parked by Stout Carpeting for the past month. Mr. Oates responded that the truck is waiting receipt of parts for repair.

Mr. Heckmann closed the public comment section.

<u>Other Business:</u> Mr. Heckmann stated that council will recess to executive session to discuss a personnel matter.

Ms. Kovach attended State Representative Dan Miller's discussion on solar panels for homes and presented information for council mail. Mr. Heckmann added that the borough is noting an increase in permits for solar panels for homes.

Mr. Astor motioned to adjourn. Ms. Randazzo seconded; all in favor; motion carried.

Approved as presented this 22nd day of May 2023.

Katie M. Stringent Borough Manager Mark J. Heckmann Council President



### HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA

**MANAGING PRINCIPALS** 

Kevin A. Brett, P.E. Ned Mitrovich, P.E. Jason E. Stanton, P.E.

April 21, 2023

S. O. No. 0253-108

### VIA EMAIL ONLY (kstringent@csboro.org)

Ms. Katie Stringent, Borough Manager Borough of Castle Shannon 3310 McRoberts Road Castle Shannon, Pennsylvania 15234

Subject:

**Request for COSTARS Proposal** 

Contract No. 23-PK4

Lower Hamilton Park – Synthetic Multi-Use Field

Dear Ms. Stringent:

LSSE has completed a review of the proposals received in response to the Request for Proposal for the construction of a synthetic multi-use field for Lower Hamilton Park. Two proposals were received (copy of each attached) and are summarized below.

Contractor	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3
Keystone Sports	\$833,146.70	\$51,012.28	-\$21,600.00	\$46,492.61
Construction				
Force Turf Solutions Inc./	\$881,160.00	\$42,120.00	-\$8,640.00	\$42,000.00
Shaw				, =,,,,,,,,

Base Bid - 42 oz. synthetic turf

Alternate No. 1 - Additional cost for 52 oz. synthetic turf in lieu of 42 oz.

Alternate No. 2 – Deduct to install alternative underdrain system

Alternate No. 3 - Cost to remove and dispose of topsoil off-site in lieu of stockpiling in Upper Hamilton

As presented above and in the bid tabulation, Keystone Sports Construction is the apparent low bidder. The work proposed is eligible through procurement through COSTARS Vendor Contract No. 014-E23-312.

> OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio 10560 Walnut Street

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400

Fax: (412) 264-1200

150 Pleasant Drive, Suite 204 Aliquippa, PA 15001

Albion, PA 16401 (412) 264-4400 (814) 756-4384 Fax: (412) 264-1200 Fax: (814) 756-5638 4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057

Fax: (412) 264-1200

5980 Wilcox Place, Suite J **Dublin, OH 43016** (614) 395-1661

N:\PROJ\253\253-108\23-PK3 - Artificial Turf\Docs\253108C01 RFP Smy.docx

www.lsse.com

Ms. Katie Stringent, Borough Manager Borough of Castle Shannon April 21, 2023 Page 2

The following table presents the total amounts for each combination of the Base Bid and Alternates from Keystone Sports Construction's proposal:

Description	Total Cost
Base Bid and Alternate No. 2:	\$811,546.70
• 42 oz. Synthetic Turf	
<ul> <li>Installation of Alternative Underdrain System</li> </ul>	
Base Bid, Alternate Nos. 1 and 2:	\$862,558.98
• 52 oz. Synthetic Turf	
<ul> <li>Installation of Alternative Underdrain System</li> </ul>	
Base Bid, Alternate Nos. 1, 2 and 3:	\$909,051.59
• 52 oz. Synthetic Turf	
<ul> <li>Installation of Alternative Underdrain System</li> </ul>	
<ul> <li>Disposing Topsoil Off-Site</li> </ul>	

Based upon the bids submitted, LSSE recommends award of the Base Bid and Alternate Nos. 1, 2 and 3 in the amount of \$909,051.59 to Keystone Sports Construction subject to contractor obtaining the required insurance certificates and review and approval of same by the Borough Solicitor prior to execution of the Agreement by the Borough.

If acceptable to the Borough, the next step is for the Borough to issue a notice of intent of award of the Base Bid and Alternate Nos. 1, 2 and 3 in the amount of \$909,051.59 to Keystone Sports Construction. The vendor will then initiate the formal Contract Procurement process via COSTARS that will include contract, shop drawings and warranty information for execution by the Borough.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely.

Jason E. Stanton, P.E.

JES/nlk

Attachments

cc/att: Dennis Biondo, Solicitor (drbiondo@aol.com)



### **Turf Field – Synthetic Turf Proposal**

**DATE OF PROPOSAL:** A

April 21, 2023

#964159

PREPARED FOR:

Castle Shannon Borough

Katie Stringent

3310 McRoberts Rd.

Castle Shannon, PA 15234

PREPARED BY:

**Keystone Sports Construction** 

Christopher W. Wright, Managing Member

1100 Schell Ln, Suite 104 Phoenixville, PA 19460

PROJECT ADDRESS:

Hamilton Park, Castle Shannon Borough

Keystone Sports Construction is pleased to present the following proposal. This offer includes the removal of topsoil, supply and installation of the synthetic turf system for Castle Shannon Borough Hamilton Park. This proposal has been prepared based on discounted Costars pricing rates. Costars provides predetermined preferential pricing through approved vendors. Since this contract has already been bid at the state level, individual schools do not have to duplicate the bidding process per Costars contract # (COSTARS-14-E23-312) and in accordance with the plans and specifications provided by Kevin Brett. All pricing herein is based on prevailing wage rates. Pricing in this proposal based on quantities and plans provided on 4/20/23.

WHEREAS, Castle Shannon Borough (hereinafter "OWNER") wishes to have one (1) synthetic turf athletic field installed at one (1) recreational sports facility generally in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), for the purposes of installing the recreational synthetic turf field as described herein;

THEREFORE, in consideration for the payment of the total purchase price of:

(Next Page)



Item No.	Item Description		Unit	ι	Jnit Cost	Item Cost	
BASE B	SID						
1	Mobilization, Bonds, Insurance and MPT	1	LS	\$	63,363.64	\$	63,363.64
	Removal and Stockpile of Topsoil in Upper						,
2	Hamilton Parking Lot	2	AC	\$	14,770.46	\$	29,540.91
	Erosion and Sedimentation Control Area Field			-1			
3	Area Only	2	AC	\$	6,365.34	\$	12,730.68
	Earth Work including cut/fill on site including						
4	preparation of subgrade and compacting	600	CY	\$	13.30	\$	7,977.27
	Weak Subgrade Repair, Excavate 12" place						.,
	Class 4 Fabric and install 12" PennDOT 2A						
5	Limestone	850	SY	\$	47.78	\$	40,616.48
6 7	Provide and Install 42 oz Synthetic Turf per Detail including AASHTO No. 57 (4"Average Depth) with 2" PennDOT Antiskid or AASHTO # 9, or AASHTO No. 57 (5"Average Depth) with 1" PennDOT Antiskid or AASHTO # 9 as applicable for your product either is acceptable (Slag Not Permitted). Item also includes installation of 4 Oz. Non-Woven Geotextile on subgrade. Complete in Place (Provide shop drawing with bid of field line layout and colors) 6" by 12" Concrete Perimeter Curb	78,000 1,200	SF LF	\$	6.53 71.53	\$ \$	509,290.44 85,840.91
	12" Perforated HDPE Underdrain, including						
	all fittings (Connection to main storm system from field)	0	LF		3.7	. P'	1
	8" Perforated HDPE Underdrain, including all	U	LF		N	o Bio	1
	fittings	900	LF	\$	20.42	d.	26 405 22
	4" Perforated HDPE Underdrain, including all	300	LF	1)	29.43	\$	26,485.23
	fittings	2,700	LF	\$	19.60	\$	52.026.14
	Synthetic Turf Groomer (Provide shop	2,700	LIT	Ψ	17.00	Φ	52,926.14
	drawing with bid for review and approval)	1	EA	\$	4,375.00	\$	4,375.00
	î î		Bas		id Subtotal	_	\$833,146.70



ALTER	RNATE NO. 1 - TURF						
	Provide and Install 52 oz Synthetic Turf in						
	stead of 42OZ Complete in Place, this item is						
	the cost increase to change fabic from 42oz to						
	52 oz product in item 6 above ((Provide shop						
A-1	drawing with bid of field line layout and colors)	78,000	SF	\$	0.65	\$	51,012.28
		Alte rna	te No.	1 Tu	ırf Subtotal		\$51,012.28
ADD/D	EDUCT NO. 2 - ALTERNATIVE UNDERD	RAIN SY	STEM				
	Cost Difference to install alternative 1"x12"						
	flat Perforated Underdrain System in lieu of						
	Item 10. Provide detail of alternate underdrain						
A-2	system with bid.	2,700	LF	\$	(8.00)	\$	(21,600.00)
					uf Subtotal		-\$21,600.00
ADD/D	EDUCT NO. 3 - ALTERNATIVE REMOVE	E AND DI	SPOSE	OF	ALL TOPS	OI	L
	Cost to remove and Dispose of Topsoil from			1			
A-3	Site-8" Depth	2	AC	\$	23,246.31	\$	46,492.61
	Add/Deduct N	lo. 3 Top	soil Re	mov	al Subtotal		\$46,492.61

### **SCOPE OF WORK**

KEYSTONE hereby agrees to supply site preparation and install of Rhino Blend synthetic turf playing surface, manufactured by AstroTurf, in Dalton, Georgia, as required, at the work sites (hereinafter "Project Site Location"), generally in accordance and as further described within the "Scope of Work" set out below and otherwise in keeping with the terms and conditions of this Supply & Installation proposal, the parties hereto agree as follows;

### 1) Schedule:

a) Commencement Date: TBDb) Completion Date: TBD

### 2) Demobilization & Post-Completion:

a) Inspection/punch list/close out of Project Site Location with OWNER.

B05



- b) Perform site clean-up inclusive of removal of waste materials and deposit same in a dumpster or other receptacle supplied by KEYSTONE.
- c) Demobilize equipment and labor.
- d) One bag of rubber infill will be left on site for any future infilling (this item must be kept in a protected area).

### 3) Extras:

a) Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this Supply and Installation Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

### 4) Exclusions:

KEYSTONE has <u>NOT INCLUDED</u> the following items in the Scope of Work and are therefore not reflected in the contract price:

- a) Any item not included within the Scope of Work herein
- b) Mobilization and de-mobilization in greater occurrence than the one (1) mobilization anticipated
- c) Engineering and/or design fees including but not limited to the storm water pollution prevention plan
- d) Survey and layout work beyond the work required to ensure compliance of the installation.
- e) Liquidated damages
- f) Permits, fees, licenses, sales and use tax
- g) Rock excavation, removal and disposal
- h) Unsuitable soils
- i) Lime, lime slurry and cement stabilized sub-grade treatments
- j) Site security
- k) Scoreboards, time-keeping and communication system components.
- l) Underground, multi-chamber, extended detention, sand filters and level spreader systems are excluded.
- m) Extra excavation and aggregate needed if customer decides to change any field elevations from current proposed elevations.
- n) Contaminated soils removal (we assume soils are DEP environmentally clean for export).
- o) Pipe not included in the descriptions and quantities above
- p) Bleachers, Fence, Sidewalk
- q) Any work outside of turf perimeter curb

### 5) Special Conditions:

BO (



- a) INFORMATION AND RESPONSE: OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) ACCESS: Once the work commences, KEYSTONE is to have full, direct and easy access and right of way to the Project Site Location. It is hereby acknowledged and agreed that KEYSTONE is not responsible for any damage as a result of moving men and equipment through any point of entry or access to or from the Project Site Location. OWNER is responsible to provide clear, stable, appropriate and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE within reasonable proximity to the Project Site Location.
- c) UNDERGROUND SERVICES OR OBSTRUCTIONS: OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as hazardous materials or any unidentified substances, utilities or services (except those utilities identified by KEYSTONE /OWNER), which will impede or hinder the performance of the Scope of Work or access to the Project Site Location.
- d) LIGHTING, ELECTRICITY & FACILITIES: Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this Supply and Installation Contract.
- e) UNION LABOR: OWNER acknowledges and understands that KEYSTONE is an 'open or merit shop' and as such is a non-unionized company. Further, OWNER acknowledges and understands that KEYSTONE has determined and agreed to the Contract Price based on this premise. In the event KEYSTONE'S ability to perform its Scope of Work or access to the Project Site Location is impeded by union activity and KEYSTONE is reasonably required to utilize union labor or pay union wage rates to complete the Project or any aspect of it, such additional labor costs incurred by KEYSTONE, if any, shall be at the expense of OWNER and will be deemed to be an approved extra to the contract price. KEYSTONE to follow Department of Labor requirements.
- f) DELIVERY: Any materials, including without limitation, synthetic turf rolls, infill, materials, tools, equipment or other sundry items delivered to OWNER by KEYSTONE prior to the Commencement Date shall be deemed to be under KEYSTONE care, custody, and control, and as such, KEYSTONE is at full risk regarding material quantity reconciliation and the replacement of lost or stolen materials. All materials, including



without limitation, synthetic turf rolls, infill, materials, tools, equipment or other sundry items so delivered by KEYSTONE shall remain the property of KEYSTONE pending completion of the Scope of Work and payment in full of the contract price. KEYSTONE agrees to name OWNER as additional insured and maintain liability limits of \$1,000,000 (one million dollars) per occurrence.

g) PROPOSAL PRICING: The Scope of Work and Proposal Pricing herein are valid for a period of Thirty (30) calendar days from the date of this proposal. The price is subject to increase if affected by an increase in freight, raw materials, taxes, levies or any new legally binding imposition affecting the transaction. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.

### h) PAYMENT TERMS:

- DRAW #1 30% of total contract price and full bonding costs due upon signing
- DRAW #2 30% upon mobilization.
- DRAW #3 30% upon greening of the field.
- DRAW #4 10% (remainder/balance) due upon completion and for field and warranty to be released for use. Use of field without complete payment, results in voidance of warranty.
- i) ADVERSE WEATHER DELAY: shall be quantified, recorded and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for any weather event that deviates from the normal duration, rate, frequency or other normal as recoded by historic weather data services. Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1 inch precipitation or when low temperatures are 32° Fahrenheit or below. Delays in excess of normal occurrences shall be submitted for approval and any costs associated with the delay shall be submitted for inclusion in the contract by change order. Date of substantial completion shall be adjusted accordingly and based upon the approval of the submitted delay request.
- j) ACCESS AND EGRESS: Removal/repair to existing asphalt walks/drives/roads/parking lots. –Damage <u>caused</u> to property by KEYSTONE outside the access and egress areas and normal work area around the fields, will be repaired in a proper manner by KEYSTONE. KEYSTONE to provide digital Dropbox folder of entire project start to finish. Walks or drives that are currently damaged or risk compromise or damage are not covered by KEYSTONE. Damage to Access and egress to and from the fields for construction is the responsibility of the owner.



KEYSTONE SPORTS CONSTRUCTION

- k) CONSTRUCTION CONTINGECY: It is advised that the OWNER maintain a contingency account throughout the term of the contract. This account should contain liquid funds equal to 10% of the Contract Sum.
- CONFIDENTIALITY: This proposal contains the confidential and proprietary work
  product of KEYSTONE SPORTS CONSTRUCTION and should not be shared by you
  with any third parties other than representatives or advisers retained by you with respect
  to the subject project.

Signature:	
Printed Name:	
Title:	
Date:	
OWNER	
Signature:	
Signature for Bonding:	
If the above line is not signed, we will not order a payment and p	performance bond for this project.
Printed Name:	
Title:	
Date:	



### **RHINO BLEND 42**



AstroTurf's Rhino Series synthetic sports turf is a good choice for clients who want to increase the playing time and performance of their sports fields. The Rhino Series systems benefit from AstroTurf's legendary quality control protocols, industry-leading R&D efforts and start to finish control over manufacturing, civil construction and installation.

Rhino Series Blend products combine high quality Legend monofilament fibers and slit film fibers for resistance to wear and aesthetics for your field.

Rhino Series fields play and look so natural, yet provide the easy maintenance and exceptional durability we've become famous for over the past 50+ years.

- Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- Legend-shaped monofilament fibers that refract light naturally for a grass-like appearance
- Legend monofilament fibers are 330 microns thick for enhanced durability
- Exceptionally durable slit film fibers for resistance to wear
- Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- Multi-layer woven primary backing
- The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory

### **RHINO BLEND**

Rhino Series Blend products combine high quality Legend monofilament fibers and slit film fibers for resistance to wear and aesthetics for your field.



"We're extremely pleased with our new AstroTurf athletic fields. They represent an important part of a world-class multi-sport venue."

Kerry Martin, President of SOZO Sports (WA)



### **RHINO BLEND 42**

### FOOTBALL SOCCER LACROSSE MULTISPORT

FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Legend Polyethylene Monofilament and Polyethylene Slit Film	N/A
Yarn Denier	10,400 (6 ends, 1,800 denier per end for Mono, 10,000 denier per end for Slit Film)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film	D-3218
Pile Weight	42 oz per SY	D- 5848
Finished Pile Height	2.0"	D-5823
Standard Field Color	Field/Lime Green, Field Green	None
Construction	Tufted	None
Turf Density	756 oz/yd³	HUD 44d
Gauge:	3/8"	D-5793
Primary Backing	7.0 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	68.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F	D-789
Flammability	TEST PASSED	D-2859

#### Some of our installations include:

University of Akron (OH)
Albion College (MI)
Andover Schools (KS)
Artesia School District (NM)
Aurora University (IL)
Baldwin Wallace College (OH)
Baylor School (TN)
Berkeley High School (CA)
Bishop Verot High School (FL)
Blue Springs School District (MO)
Carroll County School District (GA)
Central Michigan University (MI)

Chartiers Houston High School (PA)
Cleveland State University (OH)
Colquitt County High School (GA)
Davenport University (MI)
Fort Scott High School (KS)
Gig Harbor High School (WA)
Glennville State College (WV)
Grand Canyon University (AZ)
The Harker School (CA)
Kalamazoo College (MI)
Karneharneha School (HI)
Kiski Area School District (PA)

Lakeville South High School (MN)
La Roche College Athletic Complex (PA)
Lutheran West High School
Lynchburg City Stadium (VA)
Maize High School (KS)
Miss Porter's School (CT)
Mississippi State University (MS)
Mt. Lebanon High School (PA)
University of Oklahoma (OK)
Oviedo High School (FL)
Prince William High School (VA)
Ripley High School (WV)

Sacred Heart Preparatory School (CA)
Sapulpa High School (OK)
Schurz High School (IL)
Soquel High School (CA)
Southwest Christian School (TX)
Starfire Sports Complex (WA)
The Benjamin School (FL)
Troy University (AL)
United Sports Training Center (PA)
Villanova University (PA)
Waterloo CSD (IA)
Waukesha School District (WI)













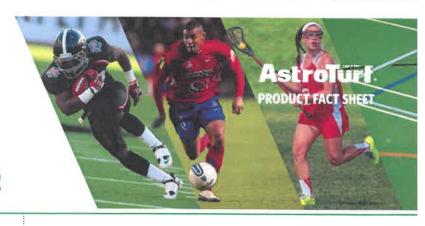
Note: Valid 01/01/2020 - 12/31/2020. Any change from the specified values is considered a special product that will require confirmation from manufacturing prior to ordering. All values are ± 5%. AstroTurl® has the right to modify technical specifications on the above-mentioned product. Delivered products can slightly differ from the technical data. AstroTurl® guarantees the technical quality of the proposed article.



2680 Abutment Rd, Dalton, GA 30721 (800) 723-TURF help@astroturf.com www.astroturf.com

# ROOTZONE

### **ROOTZONE 3D3 BLEND 52**



AstroTurf's RootZone® 3D3 Blend now features the exciting new TRIONIC monofilament fiber as a standard feature. For the first time in the history of the industry, our experts have molecularly fused Polyethylene and Nylon into a single Trionic fiber. That translates to softness AND durability.

AstroTurf's RootZone 3D Series boasts the RootZone technology. The RootZone is a system of texturized fibers that curl down to create a net-like matrix that encapsulates infill – dramatically reducing infill spray during play and infill migration over time.

The RootZone's benefits are numerous. RootZone 3D fields offer grass-like traction, per independently funded, peer reviewed research by Michigan State University. Plus, by better keeping infill in place, the RootZone promotes more consistent footing and more uniform shock absorption over time. And with a more uniform infill level, UV exposure to the fibers is more consistent across the field, which boosts the field's longevity.

With three unique fibers – the RootZone, Trionic monofilament fibers and ultra-durable slit film fibers— the RootZone 3D3 Trionic Blend offers exceptional durability, player protection and aesthetics.

"We've been thrilled with our new Trionic field from AstroTurf. It's allowed us to utilize Memorial for football, soccer, lacrosse and even PE classes, no matter what the weather has had in store. And with the Trionic field we have the confidence that it'll hold up to the heavy usage we need for years to come."

Ed Ploof, Athletic Director, Bellarmine Prep (Tacoma, WA)

### **ROOTZONE 3D3 BLEND 52**





Colors to be manufactured with PE Legend Fiber

- Exclusive, precise in-house fiber masterbatch formulations with cutting edge ultraviolet and heat stabilizers
- Trionic monofilament fibers featuring a proprietary co-polymer blend of Polyethylene and Nylon in a single fiber
- Entanglement technology, wherein we entangle molecular side chains to reinforce the fiber and prevent splitting
- · Extremely durable slit film fibers
- RootZone infill stabilization system
- Multi-layer woven primary backing
- The latest polyurethane technology to enhance tuft lock, dimensional stability and fiber adhesion, with polymer formulations engineered in Germany and applied in our own American factory



Boys' Latin School - Baltimore, MD



Oklahoma State University - Stillwater, OK



De La Salle High School - Concord, CA



Kansas State University - Manhattan, KS

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FINISH FABRIC	VALUE	ASTM TEST METHOD
Face Yarn Type	Trionic PE/PA Co-Polymer Monofilament, Polyethylene Slit Film and RootZone	N/A
Yarn Denier	16,000 (6 ends/1,800 per end for Mono, 10,000 per end for Slit Film and 8 ends/700 denier per end for RootZone)	D-1577
Yarn Thickness	330 microns for Mono, 115 microns for Slit Film and 100 microns for RootZone	D-3218
Pile Weight	52 oz per SY	D- 5848
Finished Pile Height	2.0"	D-5823
Standard Field Color	Field/Lime Green, Field Green	None
Construction	Tufted	None
Turf Density	936 oz/yd³	HUD 44d
Gauge:	3/8"	D-5793
Primary Backing	7.0 oz per SY Multilayer Polypropylene/Polyester	D- 5848
Secondary Backing	20 oz per SY Polyurethane	D- 5848
Total Carpet Weight	78.5 oz per SY (+/- 5%)	D-5848
Turf Roll Dimensions	15' wide by custom lengths up to 220'	N/A
Perforations	3/16" holes on staggered 4" (approximate) centers	N/A
Turf Permeability	> 30" +/- per hour	F-1551
Tuft Bind	> 8 lbs	D-1335
Grab Tear Strength (Average)	> 200 lbs	D-5034
Lead Content	< 50 ppm	F-2765
Elongation to Break	> 50%	D-2256
Yarn Breaking Strength	> 20 lbs	D-2256
Yarn Melting Point	248° F (Slit Film) / 258° F (Trionic)	D-789
Flammability	TEST PASSED	D-2859

#### Some of our installations include:

Alamodome (TX)
Anne Arundel County Schools (MD)
Appleton Area School District (WI)
Arizona Cardinals Practice Field (AZ)
Austin ISD (TX)
Bellarmine Prep (WA)
Beverly Hills Unified School District (CA)
Boston College (MA)
Brother Rice High School (MI)
Cheyenne Mountain School District 12 (CO)
Colorado Rapids Youth Soccer Academy (CO)
Corpus Christi ISD (TX)

Davenport University (MI)
De La Salle High School (CA)
University of Delaware (DE)
DePauw University (IN)
East Rochester High School (NY)
El Paso Gridley High School (IL)
Evangel University (MO)
Fore Kicks Soccer Complexes (MA)
Global Premier Soccer (NH)
Grand Canyon University (AZ)
Greensboro College (NC)
Kansas State University (KS)

Los Angeles Unified School District (CA)
Liberty University (VA)
Marin Catholic High School (CA)
The McCallie School (TN)
Mississippi State University (MS)
North Broward Prep (FL)
Oconee County Schools (GA)
The Ohio State University (OH)
University of Oklahoma (OK)
Oklahoma State University (OK)
Paramus Catholic High School (NI)
Penn State University (PA)

Ringgold High School (PA)
Saint John Bosco High School (CA)
Salina High School (KS)
Sam Houston State University (TX)
Silverlakes Equestrian & Sports Park (CA)
Texas A&M University (TX)
Tri-Town High School (ME)
Tulane University (LA)
University Liggett School (MI)
Utah State University (UT)
Viera Regional Park (FL)
The Village School (TX)

















Note: Valid 01/01/2020 - 12/31/2020. Any change from the specified values is considered a special product that will require confirmation from manufacturing prior to ordering. All values are ± 5%. AstroTurf® has the right to modify technical specifications on the above-mentioned product. Delivered products can slightly differ from the technical data. AstroTurf® guarantees the technical quality of the proposed article.



BO 1-

2680 Abutment Rd, Dalton, GA 30721 (800) 723-TURF help@astroturf.com www.astroturf.com Castle Shannon Borough - Lower Hamilton Park Synthetic Multi-Use Field COSTAR Bid - FINAL

Bids Due April 20, 2023 - 4:30PM

Area A-Fields

Construction Start: September 1, 2023

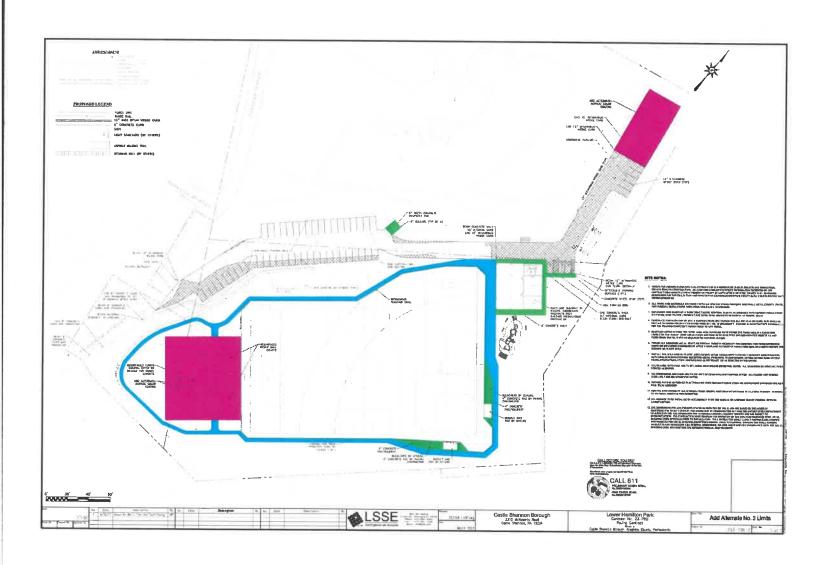
Construction Complete: November 15, 2023

Contractor:

Force Turf Solutions/Shaw Sports

COSTARS No. 014-E23-321

Item No.	Item Description	Quantity	Unit		Unit Cost	Т	Item Cost
		Quantity	Cint		Cint Cost		ttem Cost
BASE BI							
1	Mobilization, Bonds, Insurance and MPT	11	LS	\$	42,000.00	\$	42,000.00
2	Removal and Stockpile of Topsoil in Upper	_		١.			
2	Hamilton Parking Lot	2	AC	\$	10,000.00	\$	20,000.00
2	Erosion and Sedimentation Control Area Field			١.		١.	
3	Area Only	2	AC	\$	4,200.00	\$.	8,400.00
4	Earth Work including cut/fill on site including	2.000	CIV		24.00		
4	preparation of subgrade and compacting	2,000	CY	\$	34.00	\$	68,000.00
	Weak Subgrade Repair, Excavate 12" place Class						
5	4 Fabric and install 12" PennDOT 2A Limestone	850	SY	\$	24.00		20 400 00
	4 I abite and histan 12 TellinDO1 2A Littlestone	830	51	3	24.00	\$	20,400.00
	Provide and Install 42 oz Synthetic Turf per Detail						
	including AASHTO No. 57 (4"Average Depth)						
	with 2" PennDOT Antiskid or AASHTO # 9, or			1			
	AASHTO No. 57 (5"Average Depth) with 1"						
	PennDOT Antiskid or AASHTO # 9 as applicable						
	for your product either is acceptable (Slag Not						
	Permitted). Item also includes installation of 4						
	Oz. Non-Woven Geotextile on subgrade.						
	Complete in Place (Provide shop drawing with						
	bid of field line layout and colors)	78,000	SF	\$	7.90	\$	616,200.00
	6" by 12" Concrete Perimeter Curb	1,200	LF	\$	54.00	\$	64,800.00
	12" Perforated HDPE Underdrain, including all			Ť		1.4	0 1,000.00
	fittings (Connection to main storm system from						
8	field)	0	LF		N	o Bi	d
	8" Perforated HDPE Underdrain, including all						
	fittings	900	LF	\$	14.00	\$	12,600.00
	4" Perforated HDPE Underdrain, including all						
	fittings	2,700	LF	\$	8.80	\$	23,760.00
	Synthetic Turf Groomer (Provide shop drawing						
11	with bid for review and approval)	1	EA	\$	5,000.00	\$	5,000.00
			Ba	ise I	Bid Subtotal		\$881,160.00
LTERN	ATE NO. 1 - TURF						
	Provide and Install 52 oz Synthetic Turf in stead						
	of 42OZ Complete in Place, this item is the cost						
	increase to change fabic from 42oz to 52 oz						
1	product in item 6 above ((Provide shop drawing						
A-1	with bid of field line layout and colors)	78,000	SF	\$	0.54	\$	42,120.00
		Alterna	te No.	1 Tı	ırf Subtotal		\$42,120.00
DD/DEI	DUCT NO. 2 - ALTERNATIVE UNDERDRAIN	SYSTEM					
	2						
	Cost Difference to install alternative 4" Perforated						
	Underdrain System in lieu of Item 10. Provide		,_				
A-2	detail of alternate underdrain system with bid.	2,700	LF	\$	(3.20)	\$	(8,640.00)
		Add/Dedu	ct No.	2 Tı	ırf Subtotal		-\$8,640.00
	OUCT NO. 3 - ALTERNATIVE REMOVE ANI	DISPOSE	OF AI	L T	OPSOIL		
	Cost to remove and Dispose of Topsoil from Site-			_			
A-3 8	B" Depth	2	AC	\$	21,000.00	\$	42,000.00
	Add/Deduct	No. 3 Top	soil Re	mov	val Subtotal		\$42,000.00





### **HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA**

MANAGING PRINCIPALS

Kevin A. Brett, P.E. Ned Mitrovich, P.E. Jason E. Stanton, P.E.

May 5, 2023

S. O. No. 253-108

# VIA EMAIL ONLY (kstringent@csboro.org)

Ms. Katie Stringent, Borough Manager Castle Shannon Borough 3310 McRoberts Road Castle Shannon, Pennsylvania 15234

Subject:

**Request for COSTARS Proposal** 

Contract No. 23-PK5

Lower Hamilton Park - Field Lighting

Dear Ms. Stringent:

LSSE has completed a review of the proposals received in response to the Request for Proposal for the construction of turn-key lighting for Lower and Rear Hamilton. Two proposals were received (copy of each attached) and are summarized below.

Contractor	Bid Amount
Keystone Sports Construction	\$625,353.00*
Qualite Sports Lighting, LLC	\$627,233.00**

<sup>\*</sup>Rounded value.

As presented above, Keystone Sports Construction is the apparent low bidder. The work proposed is eligible through procurement through COSTARS Vendor Contract No. 014-E23-312.

It should be noted that Keystone Sports Construction proposal provides for a higher footcandle average for the parking areas and includes prevailing wage rates. Qualite Sports Lighting, LLC's proposal does not clearly identify if prevailing wage rates are included within proposal referencing "Fair Labor Rates".

OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200 150 Pleasant Drive, Suite 204 Aliquippa, PA 15001 (412) 264-4400 Fax: (412) 264-1200

10560 Walnut Street Albion, PA 16401 (814) 756-4384 Fax: (814) 756-5638 4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057

Fax: (412) 264-1200

5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661

Rolle

<sup>\*\*</sup>Early payment discount is not included in total.

Ms. Katie Stringent, Borough Manager Castle Shannon Borough May 5, 2023 Page 2

Additionally, Qualite Sports Lighting, LLC's proposal does not appear to consider of removal of rock for foundations even though in-situ boring logs from the Borough's Geotechnical consultant were provided.

If acceptable to the Borough, the next step is for the Borough to issue a notice of intent of award in the amount of up to \$625,353.00 to Keystone Sports Construction. The vendor will then initiate the formal Contract procurement process via COSTARS that will include contract, shop drawings and warranty information for execution by the Borough.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely,

Jason E. Stanton, P.E.

JES/als

Attachments

cc/att: Dennis Biondo, Solicitor (drbiondo@aol.com)



### **Turf Field - Lighting Proposal**

**DATE OF PROPOSAL:** 

April 28, 2023

#964158

PREPARED FOR:

Castle Shannon Borough

Katie Stringent

3310 McRoberts Rd,

Castle Shannon, PA 15234

PREPARED BY:

**Keystone Sports Construction** 

Christopher W. Wright, Managing Member

1100 Schell Ln, Suite 104 Phoenixville, PA 19460

**PROJECT ADDRESS:** 

Hamilton Park, Castle Shannon Borough

Keystone Sports Construction is pleased to present the following proposal. This offer includes the install of new lighting system for Castle Shannon Borough Hamilton Park. The proposal has been prepared based on discounted Costars pricing rates. Costars provides predetermined preferential pricing through approved vendors. Since this contract has already been bid at the state level, individual schools do not have to duplicate the bidding process per Costars contract # (COSTARS-14-E23-312) and per the plans and specifications provided by Kevin Brett. All pricing herein is based on **prevailing wage rates**.

WHEREAS, Castle Shannon Borough (hereinafter "OWNER") wishes to have Musco's All Sports Fields Light System installed at one (1) recreational sports facility generally in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), to install the recreational stadium lighting as described herein;

THEREFORE, in consideration for the payment of the total purchase price of:

(Next Page)

B018



tem	Description	Quantity	Units
A	Lighting		
1	Musco All Sports Fields Lighting 30fc option	1	LS
2	Install foundations per Musco preliminary foundation and pole assembly drawing dated 4/20/23	11	EA
3	Assemble (2) 40', (4) 50', (2) 70' & (3) 80' Musco poles with crossarms, fixtures, wire harnesses and driver boxes	11	EA
4	Set and align poles	1	LS
5	Ground sports poles with grounding system	1	LS
6	Install Musco contactor cabinet beside existing(installed by others) 400 amp 480 volt 3 phase breaker panel	1	LS
7	Supply and install Schedule 40 PVC conduits from the Musco LCC out to all Musco poles	1	LS
8	Supply and install new THHN/THWN Cu wire from existing 400 amp 480 volt 3 phase breaker panel through the Musco LCC and out to all Musco poles	1	LS
9	Install pushbutton control boxes for tennis, basketball, and comhole/horseshoe including conduit and wire from Musco LCC	1	LS
10	Project Management	1	LS

### **SCOPE OF WORK**

KEYSTONE hereby agrees to supply site preparation and install of Stadium lighting, manufactured by Musco as required, at the worksites (hereinafter "Project Site Location"), generally in accordance and as further described within the "Scope of Work" set out below and otherwise in keeping with the terms and conditions of this Supply & Installation proposal, the parties hereto agree as follows;

### 1) Schedule:

a) Commencement Date: TBDb) Completion Date: TBD

### 2) Demobilization & Post-Completion:

- a) Inspection/punch list/closeout of Project Site Location with OWNER.
- b) Perform site clean-up inclusive of removal of waste materials and deposit in a dumpster or other receptacle supplied by KEYSTONE.
- c) Demobilize equipment and labor.

### 3) Extras:

a) Any materials and/or services not expressly included in this Scope of Work are not included within the Proposal price and, if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this

B019



Supply and Installation Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

### 4) Exclusions:

KEYSTONE has <u>NOT INCLUDED</u> the following items in the Scope of Work and are therefore not reflected in the contract price:

- a) Any item not included within the Scope of Work herein
- b) Mobilization and demobilization in greater occurrence than the one (1) mobilization anticipated
- c) Engineering and/or design fees
- d) Survey and layout work beyond the work required to ensure compliance with the installation.
- e) Liquidated damages
- f) Permits, fees, licenses
- g) Rock excavation/rock drilling, removal, and disposal
- h) Unsuitable soils
- i) Lime, lime slurry and cement stabilized sub-grade treatments
- i) Site security
- k) Underground, multi-chamber, extended detention, sand filters, and level spreader systems are excluded.
- l) Contaminated soil removal (we assume soils are DEP environmentally clean for export).
- m) Any scope of work other than Lighting System from previously installed by others 400 amp panel.

### 5) Additional Notes:

- a) Foundation design assumed at the time of bid and is per the drawing by Musco dated 4/20/23 and attached as part of this contract.
- b) Existing 400 amp panel with proper breakers for Musco system not included and will be installed by others prior to start of this work.
- c) Unistrut not included and to be installed by others. Unistrut should be capable of housing Musco equipment.



### 6) Special Conditions:

- a) INFORMATION AND RESPONSE: OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with complete disclosure to ensure project continuity and minimize delays.
- b) ACCESS: Once the work commences, KEYSTONE is to have full, direct, and easy access and right of way to the Project Site Location. It is hereby acknowledged and agreed that KEYSTONE is not responsible for any damage as a result of moving men and equipment through any point of entry or access to or from the Project Site Location. OWNER is responsible for providing clear, stable, appropriate, and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE within reasonable proximity to the Project Site Location.
- c) UNDERGROUND SERVICES OR OBSTRUCTIONS: OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as hazardous materials or any unidentified substances, utilities or services (except those utilities identified by KEYSTONE /OWNER), which will impede or hinder the performance of the Scope of Work or access to the Project Site Location.
- d) LIGHTING, ELECTRICITY & FACILITIES: Existing lighting (if required), use of existing permanent electrical power, facility restrooms, and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of credit or chargeback to this Supply and Installation Contract.
- e) UNION LABOR: OWNER acknowledges and understands that KEYSTONE is an 'open or merit shop' and, as such, is a non-unionized company. Further, OWNER acknowledges and understands that KEYSTONE has determined and agreed to the Contract Price based on this premise. In the event KEYSTONE'S ability to perform its Scope of Work or access to the Project Site Location is impeded by union activity and KEYSTONE is reasonably required to utilize union labor or pay union wage rates to complete the Project or any aspect of it, such additional labor costs incurred by KEYSTONE, if any, shall be at the expense of OWNER and will be deemed to be an approved extra to the contract price. KEYSTONE to follow the Department of Labor requirements.
- f) DELIVERY: Any materials, including without limitation, stadium lighting rolls, infill, materials, tools, equipment or other sundry items delivered to OWNER by KEYSTONE before the Commencement Date shall be deemed to be under KEYSTONE care, custody,



and control, and as such, KEYSTONE is at full risk regarding material quantity reconciliation and the replacement of lost or stolen materials. All materials, including without limitation, stadium lighting rolls, infill, materials, tools, equipment, or other sundry items so delivered by KEYSTONE, shall remain the property of KEYSTONE pending completion of the Scope of Work and payment in full of the contract price. KEYSTONE agrees to name the OWNER as additional insured and maintain liability limits of \$1,000,000 (one million dollars) per occurrence.

- g) PROPOSAL PRICING: The Scope of Work and Proposal Pricing herein are valid for a period of Thirty (30) calendar days from the date of this proposal. The price is subject to increase if affected by an increase in freight, raw materials, taxes, levies, or any new legally binding imposition affecting the transaction. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.
- h) PAYMENT TERMS:
  - DRAW #1 50% of the total contract price and full bonding costs due upon signing
  - DRAW #2 25% upon mobilization.
  - DRAW #3 25% (remainder/balance) due upon completion.
- i) ADVERSE WEATHER DELAY: shall be quantified, recorded, and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for any weather event that deviates from the normal duration, rate, frequency, or other normal as recorded by historical weather data services. Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1 inch precipitation or when low temperatures are 32° Fahrenheit or below. Delays in excess of normal occurrences shall be submitted for approval, and any costs associated with the delay shall be submitted for inclusion in the contract by change order. The date of substantial completion shall be adjusted accordingly and based upon the approval of the submitted delay request.
- j) ACCESS AND EGRESS: Removal/repair to existing asphalt walks/drives/roads/parking lots. –Damage <u>caused</u> to property by KEYSTONE outside the access and egress areas and normal work area will be repaired in a proper manner by KEYSTONE. KEYSTONE to provide a Dropbox folder of the entire project start to finish. Walks or drives that are currently damaged or risk compromise or damage are not covered by KEYSTONE. Damage to Access and egress to and from the work area for construction is the responsibility of the owner.

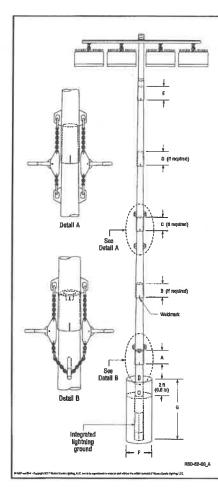


- k) CONSTRUCTION CONTINGENCY: It is advised that the OWNER maintains a contingency account throughout the term of the contract. This account should contain liquid funds equal to 10% of the Contract Sum.
- CONFIDENTIALITY: This proposal contains the confidential and proprietary work
  product of KEYSTONE SPORTS CONSTRUCTION and should not be shared by you
  with any third parties other than representatives or advisers retained by OWNER
  regarding the subject project.

### KEYSTONE SPORTS CONSTRUCTION

Signature:	
Printed Name:	
Title:	
Date:	<u>-</u>
OWNER	
Signature:	
Signature for Bonding:	
If the above line is not signed, we will not order a paymen	t and performance bond for this project.
Printed Name:	
Title:	
Date:	

B023



#### TABLE 1: POLE ASSEMBLY POLE HEROHT R(m) 80 (24.4) 5 1817 (624) POLE B1 80 (24.4) 3641 (1852) 80 (24.4) 3666 (1664) 881 40 (12.2) 578 (262) 40 (12.2) 578 (262) C1 70 (21.3) 3491 (1584) 50 (15.2) 591 (258) 50 (15.2) 691 (268) 60 (15.2) 501 (298) 60 (15.2) 591 (268)

### PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING

			ABLE	2: POUNDATION DETAILS			
POLE	CONCRETE BASE WEIGHT (b( kg)	in (mm)	BURIAL I G R (m)	NFORMATION 44 CONCRETE BACKFILL 1-2 ydl (m²)	GUT RASE	LIGHTNIN	SUPPLEMENTA INSTRUCTION
A1	2780 (1281)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED®	N/A
A2	2780 (1261)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED®	N/A
B1	5300 (2404)	30 (782)	18 (4.9)	1.8 (1.2)	Ю	INTEGRATED	N/A
B2	5900 (2404)	30 (762)	15 (4.9)	1.8 (1.2)	NO	INTEGRATED !	N/A
BB1	1090 (494)	30 (782)	8 (2.4)	1.0 (0.7)	NO	INTEGRATED*	N/A
B82	1090 (494)	30 (762)	8 (2.4)	1.0 (0.7)	NO	INTEGRATED 6	N/A
C1	5250 (2381)	30 (762)	16 (4.9)	1.8 (1.2)	NO	INTEGRATED	N/A
T1	1110 (503)	30 (762)	8 (2.4)	1.0 (0.7)	NO	INTEGRATED A	NA
TZ	1110 (503)	30 (182)	8 (2.4)	1.0 (0.7)	NO	INTEGRATED®	N/A
Т3	1110 (503)	30 (782)	8 (2.4)	1.0 (0.7)	NO	INTEGRATED*	N/A
74	1110 (503)	30 (/82)	8 (2.4)	1.0 (0.7)	CM	INTEGRATED*	NA

- Foundation Notice:

  1. Concrete backfill is cariculated to 2 ft (0.6m) before grate (no overage inclusion). Top 2 ft (0.6m) to be clean a sed occupant of the 95 K denthly of surrounding undesturbed soil unless otherwise specified in stamped shruttural design.

  2. Concrete backfill recycled 2000 Mori? (20 MPra) informat.

  3. Foundation calego per 2019 BSIC, 1 ftmps, exposure category C, variation STID (Risk Carlegory II).

  4. Assumes 600 class 5 soib.

  5. Standation backgin per 2019 BSIC, 1 ftmps, exposure category C, variation STID (Risk Carlegory II).

  6. Standation backgin per 2019 BSIC, 1 ftmps, exposure category C, variation STID (Risk Carlegory II).

  6. Standation backgin per 2019 BSIC, 1 ftmps, exposure category C, variation STID (Risk Carlegory II).

  6. Variation Standard STID (Risk Carlegory III).

  6. Variation Standard STID (Risk Carlegory III).

  6. Variation STID (Risk Carlegory III).

  7. Variation STID (Risk Carlegory III).

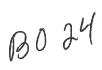
  7. Variation STID (Risk Carlegory III).

  7. Variation STID (Risk Carlegory III).

  8. Variation STID (Risk Carlegory III).

  9. Variation STID (Risk Carleg

nen Handitan Pack Specia Fishke - Cecija She 1970KSI Same AVA Letters Describe Progre 1 of t 8571 Prodicibery





### **Control System Summary**

Project Specific Notes: (3) Push Button strobes: Tennis,

Basketball, Cornhole/Horseshoe

### **Materials Checklist**

### Contractor/Customer Supplied:

- A dedicated control circuit must be supplied per distribution panel location
  - If the control voltage is NOT available, a control transformer is required
- □ Electrical distribution panel to provide overcurrent protection for circuits
  - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- □ Wiring
  - See chart on page 2 for wiring requirements
  - Equipment grounding conductor and splices must be insulated (per circuit)
  - Lightning ground protection (per pole), if not Musco supplied
- □ Electrical conduit wireway system
  - Entrance hubs rated NEMA 4, must be die-cast zinc. PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- □ Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

Note: Activation may take up to 1 1/2 hours.

### **Project Information**

Project #: 210371

Project Name: Castle Shannon Hamilton Park Sports Fields Date: 04/25/23

Project Engineer: Tye Burch

Sales Representative: Brandon Grunder Control System Type: Control-Link™ Control and Monitoring System

Communication Type: PowerLine-ST

Scan: 210371D

Document ID: 210371P1V5-0425162712 Distribution Panel Location or ID: Service

Total # of Distribution Panel Locations for Project:

Design Voltage/Hertz/Phase: 480/60/3 Control Voltage: 120

### **Equipment Listing**

**DESCRIPTION** APPROXIMATE SIZE 1.Control and Monitoring Cabinet 24 X 72

# of distribution pengls, etc.

### **IMPORTANT NOTES**

- 1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- 2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. A single control circuit must be supplied per control system.
- 6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

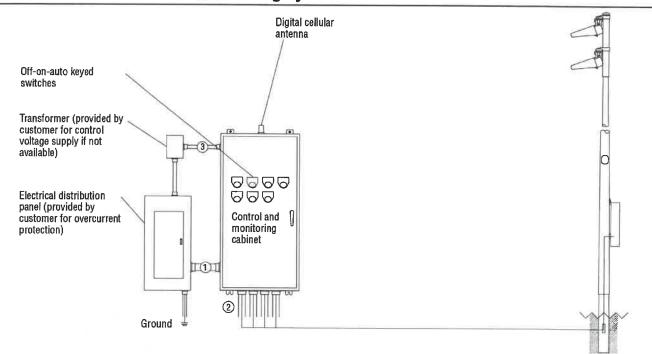
NOTE: Refer to Installation Instructions for more details on BO 25 equipment information and the installation requirements.



## **Control System Summary**

Castle Shannon Hamilton Park Sports Fields / 210371 - 210371D Service - Page 2 of 4

### Control·Link。 Control and Monitoring System



C	Conduit ID	Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, an	d equipment grounding conductor	*A	*В	*C	N/A	No	A-E
2	Load power to lighting circui	ts, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20	(A)	3	12	*C	N/A	No	C,E

\* Notes:

R60-100-00\_B

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code unless otherwise specified to allow for connector size.
- D. Equipment grounding conductor and any splices must be insulated.
- E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

IMPORTANT: Control wires (3) must be in separate conduit from line and load power wires (1, 2).

BO 2 Ce



# **Control System Summary**

Castle Shannon Hamilton Park Sports Fields / 210371 - 210371D Service - Page 3 of 4

### **SWITCHING SCHEDULE**

Field/Zone Description	Zones
Baseball/Multipurpose	1
Pickleball/Tennis	2
Cornhole/Horseshoe	3
Basketball	4
Auxillary	5

CONTROL PO	CONTROL POWER CONSUMPTION						
120V Single Phase							
VA loading	INRUSH: 2205.0						
of Musco							
Supplied	SEALED: 234.0						
Equipment							

	CIRCUI	<b>T SUMMAF</b>	RY BY Z	ONE			
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMP\$	CONTACTOR SIZE (AMPS)	CONTACTOR	ZONE
A1	Baseball/Multipurpose	5	5	8.4	30	C1	1
A2	Baseball/Multipurpose	5	5	9.1	30	C2	1
B1	Baseball/Multipurpose	9	9	14.8	30	C3	1
B2	Baseball/Multipurpose	7	7	13.8	30	C4	1
C1	Baseball/Multipurpose	7	7	11.7	30	C5	1
T1,T2,T3,T4	Pickleball/Tennis	8	8	7.2	30	C6	2
B2	Cornhole/Horseshoe	2	2	2.4	30	C7	3
BB1,BB2	Basketball	6	4	4.3	30	C8	4
1,A2,B1,B2,C1	Auxillary	12	12	9.6	30	C9	5
T1,T4							

<sup>\*</sup>Full Load Amps based on amps per driver.

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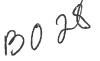


# **Control System Summary**

Castle Shannon Hamilton Park Sports Fields / 210371 - 210371D Service - Page 4 of 4

PANEL SUMMARY							
CABINET #	CONTROL MODULE LOCATION	CONTACTOR	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)	
1	1	C1	Pole A1	8.41			
1	1	C2	Pole A2	9.05			
1	1	C3	Pole B1	14.79			
1	1	C4	Pole B2	13.83			
1	1	C5	Pole C1	11.65			
1	1	C6	Pole T1,T2,T3,T4	7.22			
1	1	C7	Pole B2	2.41			
1	1	C8	Pole BB1,BB2	4.33			
1	1	C9	Pole A1,A2,B1,B2,C1,T1,T4	9.63			

ZONE SCHEDULE						
			CIRCUIT	DESCRIPTION		
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	POLE ID	CONTACTOR ID		
Zone 1	1	Baseball/Multipurpose	A1	C1		
			A2	C2		
			B1	C3		
			B2	C4		
			C1	C5		
Zone 2	2	Pickleball/Tennis	T1	C6		
			T2	C6		
			T3	C6		
			T4	C6		
Zone 3	3	Cornhole/Horseshoe	B2	C7		
Zone 4	4	Basketball	BB1	C8		
			BB2	C8		
Zone 5	5	Auxillary	A1	C9		
	1		A2	C9		
			B1	C9		
			B2	C9		
			C1	C9		
			T1	C9		
			T4	C9		



# Castle Shannon Hamilton Park Sports Fields Castle Shannon,PA

Lighting System

Fele 8D	Pain Height	Mig Height	Festure Dis	Luminaire Type	Load	Circui
A1-A2	80	80	3	Ti.C-LEO-1200	3.51 KW	- 6
		BO':	.1	TLC-LED-550	D.SA WW	F.:
		50	1	TLC-LED-000	0.88 kW	- 1
		16'	1	TLC-8T-575	0.58 KW	В
61	70'	70'	6	TLC-LED-1200	7.02 KW	В
		70"	1	TLC-LED-1500	1.41 kW	В
		70'	2	TLC-LED-550	1.08 kW	F
		16"	2	TLC-BT-575	1.15 kW	В
B2	80"	90,	5	TLC-LED-1500	7.05 KW	8
		80'	2	TLC-LED-550	1.08 KW	F
		16"	2	TLC-BT-575	1.15 kW	В
		80"	2	TLC-LED-550	1,08 kW	D
BB1-BB2	40'	40"	3	TLC-LED-400	1.20 kW	E
C1	70*	70"	5	TLC-LED-1200	5.85 kW	8
		70*	3	TLC-LED-550	1.62 KW	F
		16'	2	TLC-BT-575	1.15 kW	В
T1	50"	50'	2	TLC-LED-550	1.08 kW	C
		50'	1	TLC-LED-550	0.54 kW	F
T2-T3	50'	50"	2	TLC-LED-550	1.08 kW	С
T4	50'	50"	2	TLC-LED-550	1.08 kW	F
		50"	2	TLC-LED-550	1.08 kW	C
11			61		48.99 kW	

Shoutt Summary		200	
Ortot	- Description	Lord	Flature Qu
В	Basebal/Multipurpose	94.71 vW	33
C	Tennis/Pickleball	4.32 kW	В
D	Comhole/Horseshoe	1.08 kW	2
E .	Basketball	2.4 KW	6
F	Amillary	6.48 kW	12

Type	Bourte	Buttage	Listagos	LM	LM	L79 1	Quantin
TLC-LED-550	LED 5/00K - 75 CRI	540W	67,000	+120,000	>120,000	H300.000	22.
TLC-LED-400	LED 5700K - 75 CRI	40000	46,500	H130.600	×120,000	H120,000	- 1
TLC-LED-1200	LED 5700K - 75 CRI	±126W	156,000	>120,000	>120,000	4120.00E	17
TLC-BT-575	LED 5700K - 75 CRI	STSW	52,000	>120,000	>120,000	>120.000	В
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120.000	>120,000	>120,000	8
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	2

Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
Single Phase Voltage	268 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (80)	AEI (SE
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	-	1.4
TLC-LED-400	2.3	2.2	2.0	1.7	1.4	1.3	1.0
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-BT-575	3,4	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3

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#### From Hometown to Professional





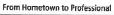




# Castle Shannon Hamilton Park Sports Fields Castle Shannon,PA

Light Level Summary

Grid Name	Calculation Manne		Wetthaller.					
UND HINTE	Comments of the Comments of th	Art	Min	Max	Mga/Min	Arg/Min	Circuita	Figure Dy
Apertment Eval	Max Candela Metris	448	5.34	1080	202.19	83.97	A.H.,C,D,E, F,G	61
Baseball (Infield)	Horizontal Illuminance	51.1	36	61	1.70	1.42	A,B	33
Baseball (Outfield)	Horizontel Illuminance	37.3	25	45	1.80	1.49	A,B	33
Basketball	Horizontal (Burninence	32.5	23	42	1.79	1.41	Ε.	6
Cornhole/Horseshoe	Horizontal Burninance	2.81	0	6	12.38		D	2
House Eval	Max Candela Metric	58085	43700	74960	1.72	1,33	A.B.,C.D,E. F,G	61
Multipurpose	Horizontal Illuminance	40.8	27	61	2.23	1.51	В	33
Parking	Horizontal	4.74	1	12	19.62	4.74	F	12
Pickleball	Horizontal Illuminance	31.3	25	39	1.57	1.25	С	8
Property Line Spirt (Cd)	Max Cendela (by Fixture)	62487	3121	250854	80.38	20.02	A.B.C.D.E. F.G	61
Property Line Spill	Horizontal Illuminance	3.39	0.26	14.9	58.01	13.02	A.B,C,D,E, F,G	61
Property Line Spiff	Max Vertical Murrinance Metric	5.35	0.71	21.5	30.16	7.53	A B,C,D,E, F,G	61
Tennis	Horizontal Illuminance	34.5	26	41	1.59	1.33	C	8
Walking Path	Horizontal Ukminance	4.96	0	9.53	0.00		F	12
Welking Treck	Marizonial	2.00		- 44	0.00			





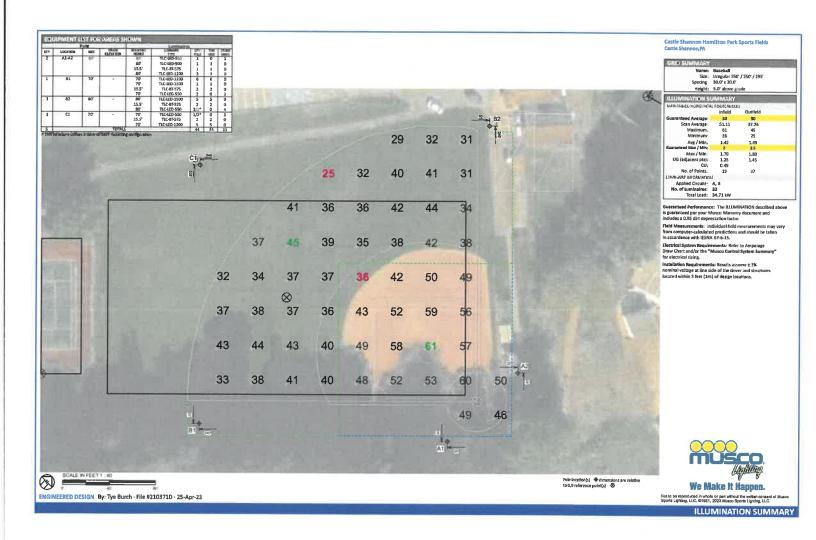




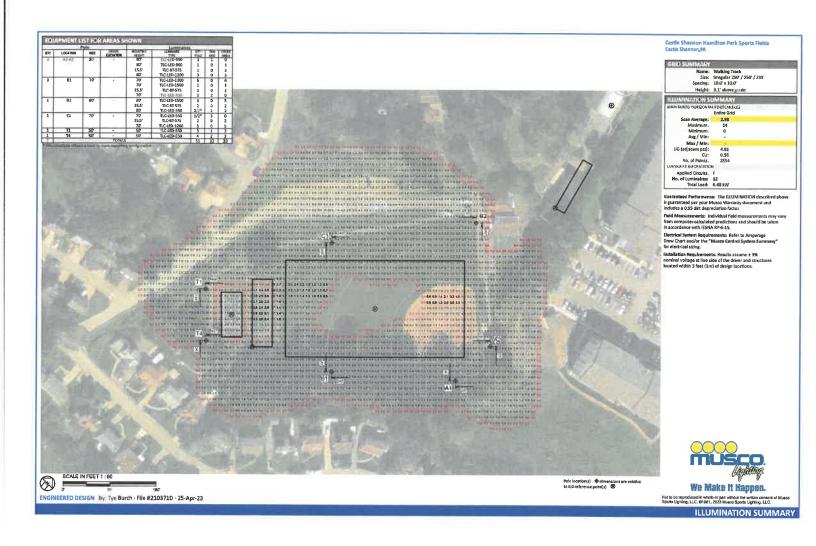


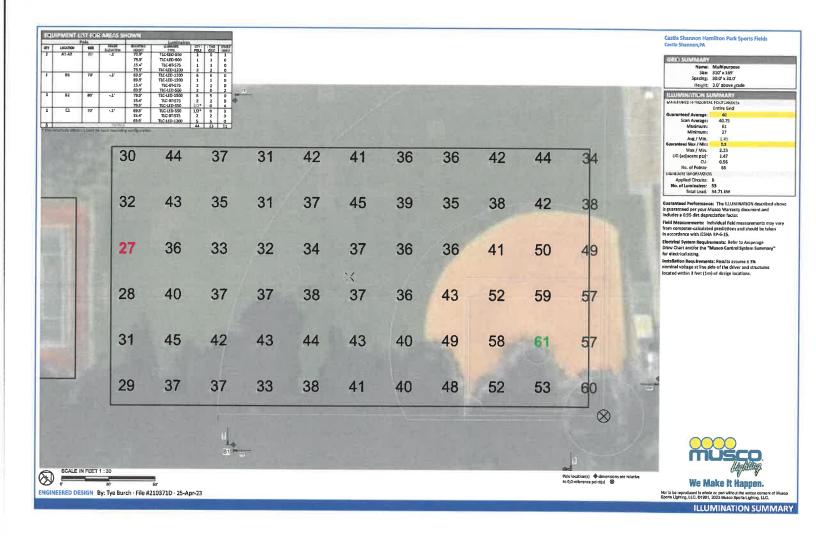


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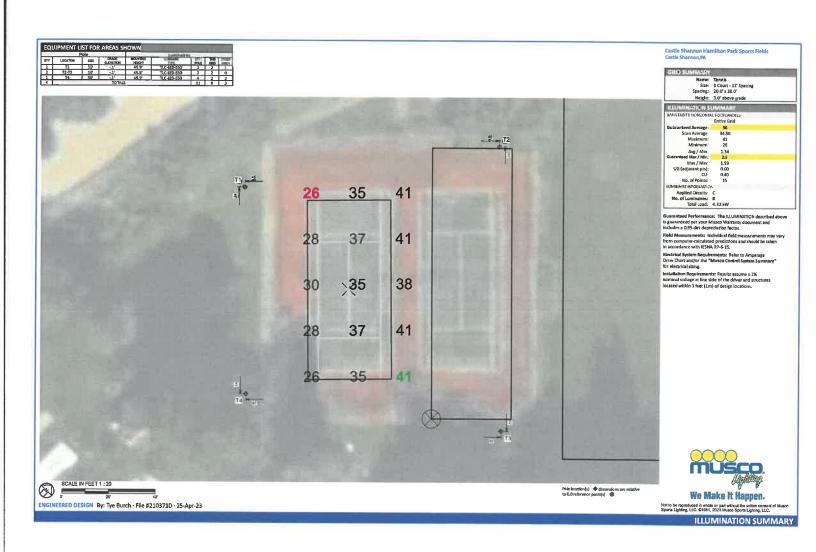


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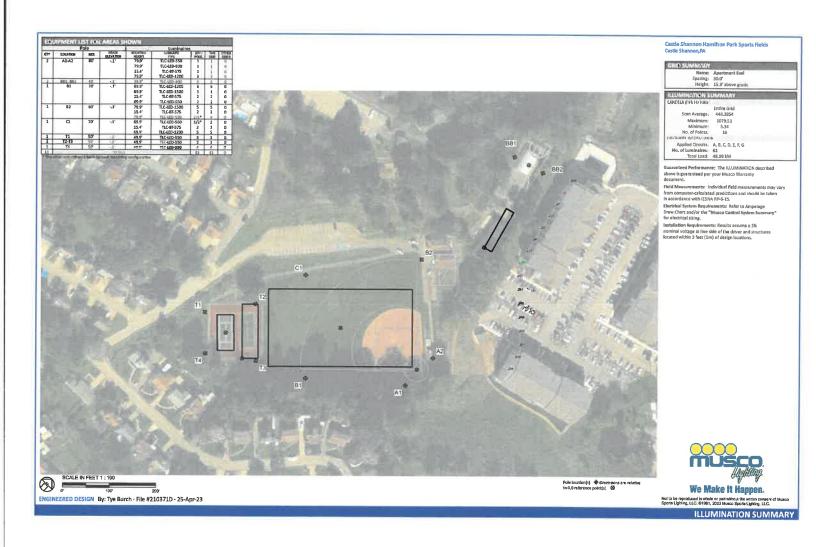


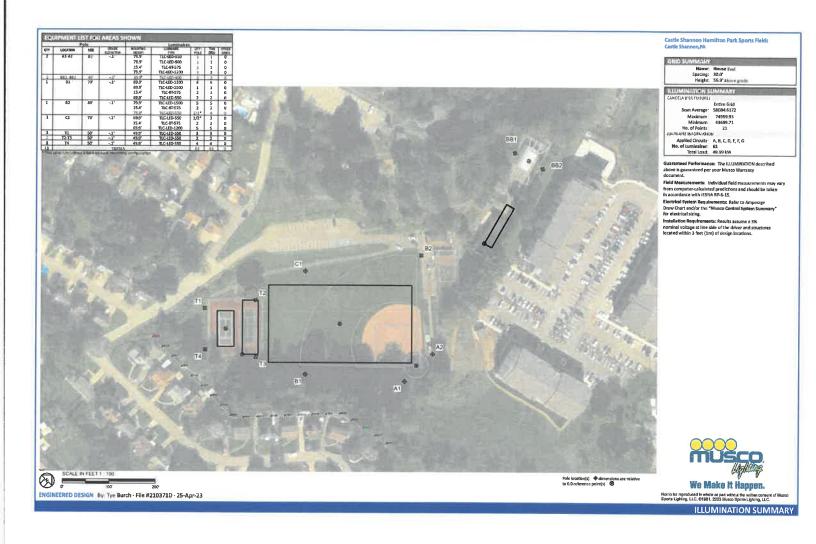
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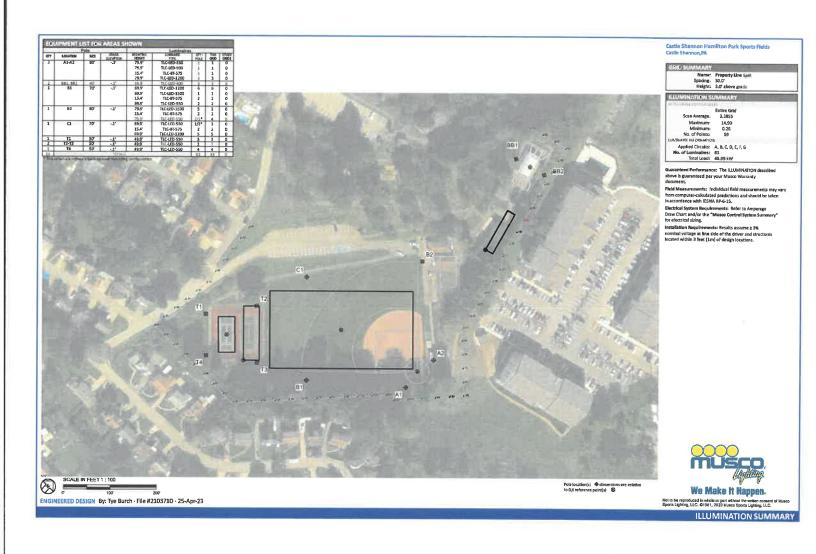


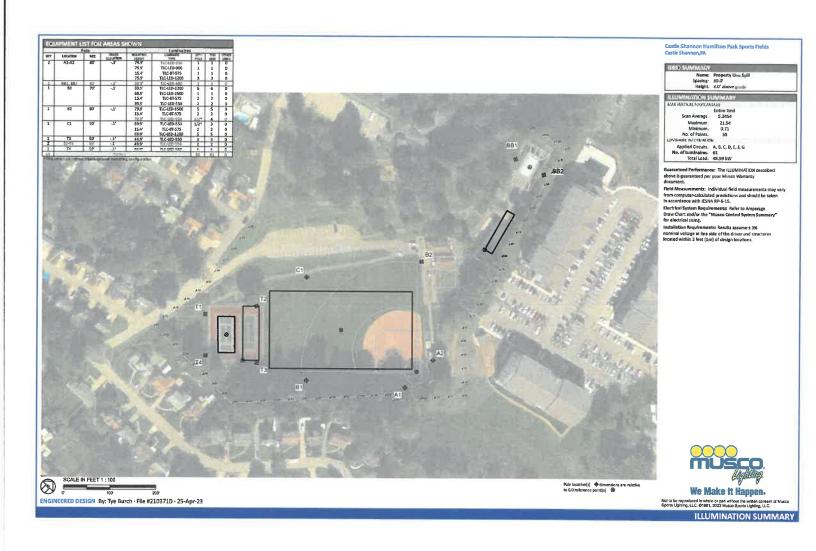


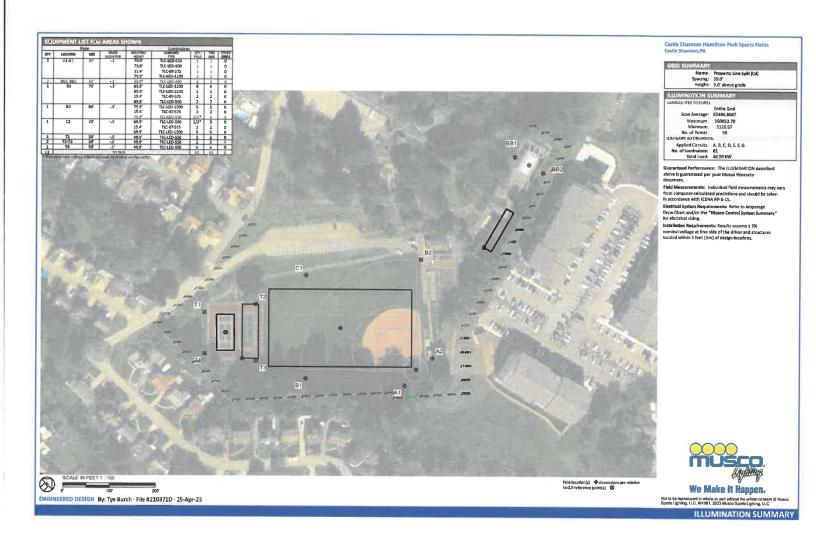




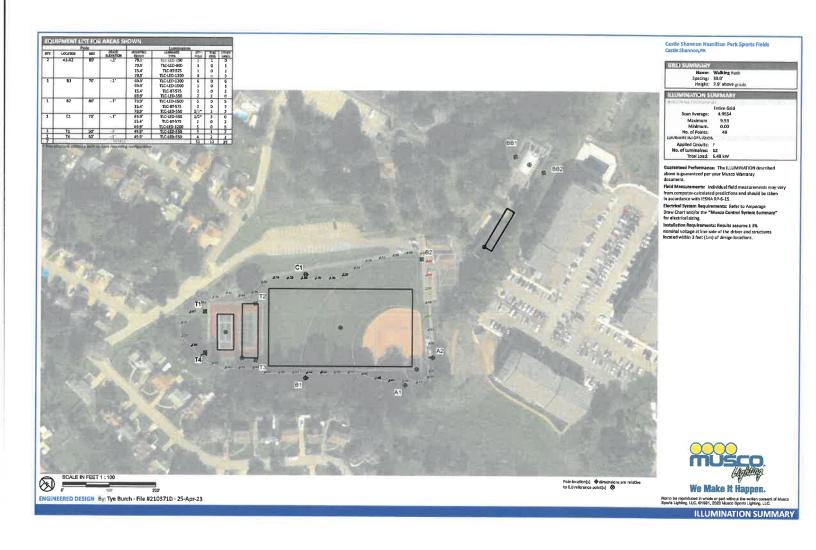
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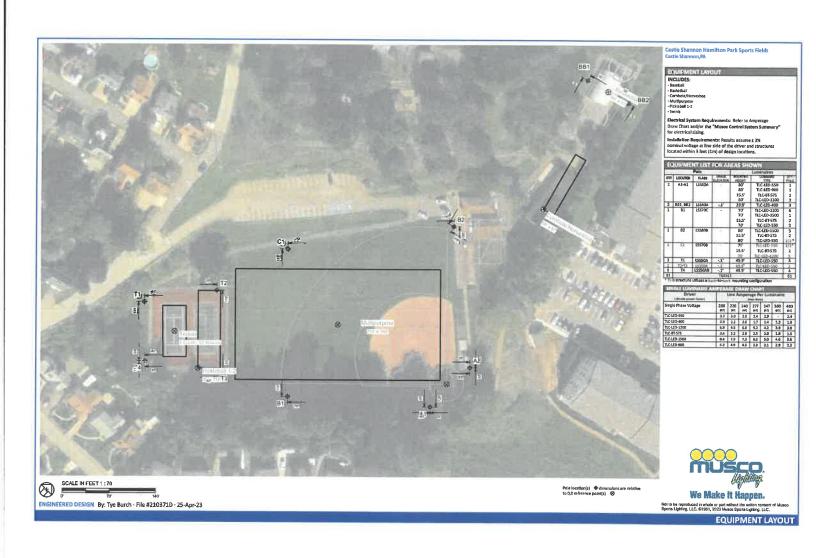




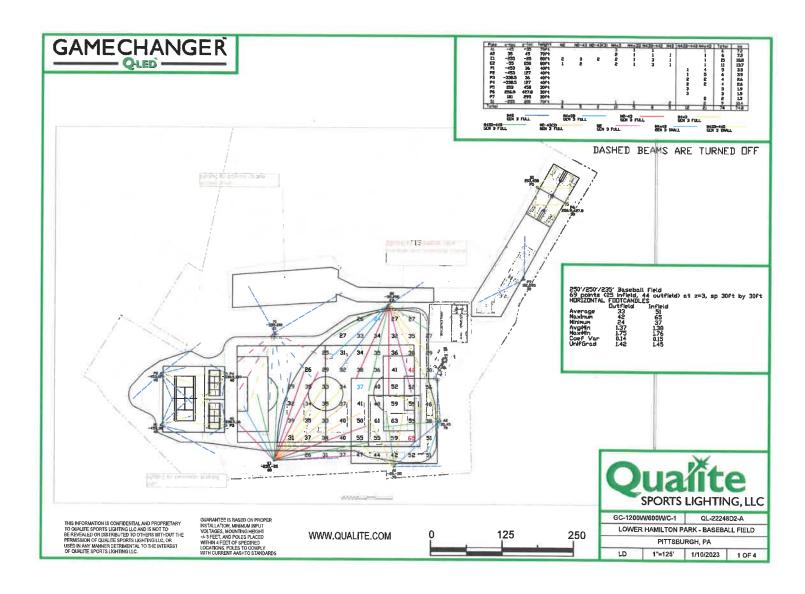


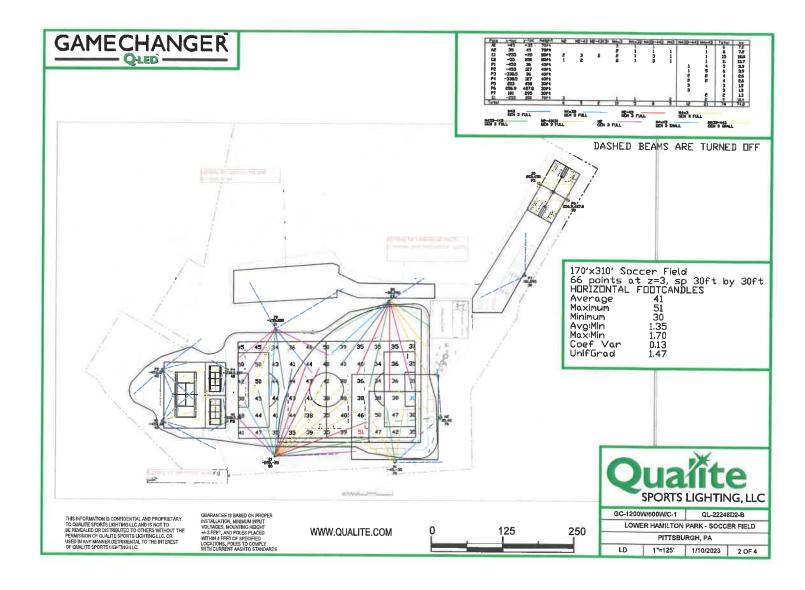
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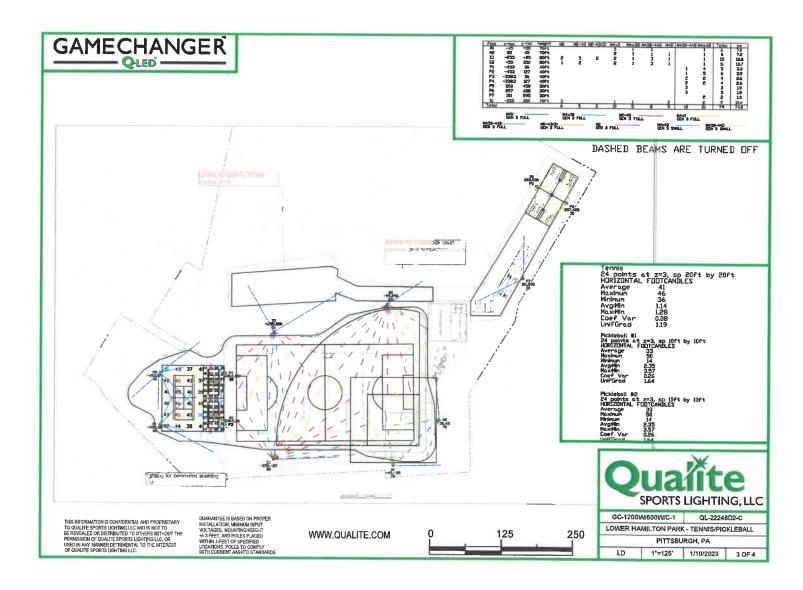


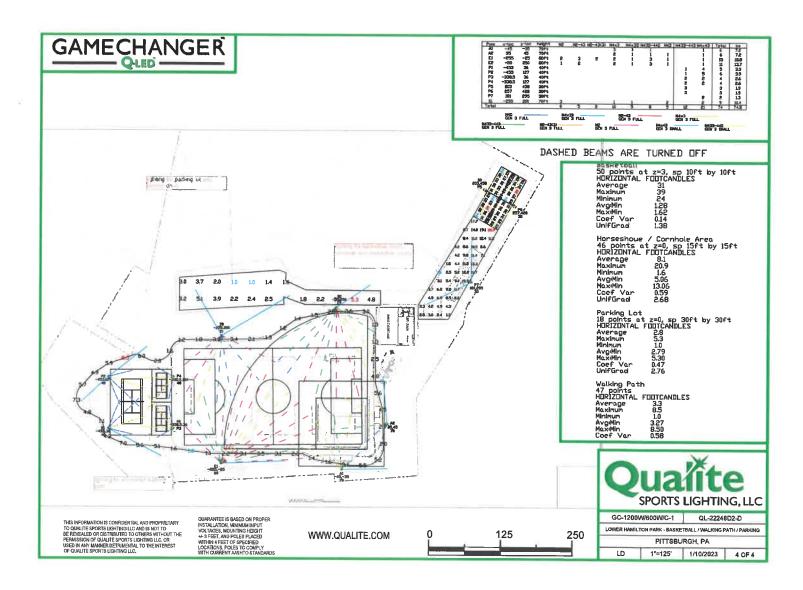


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**Project: Lower Hamilton Park** 

Date: 4/18/2023 Location: Pennsylvania QL#: 22248D2 SF7671



COSTARS-014-E22-262

Qualite Lighting GAMECHANGER™ Q-LED System Price, As Detailed Below Sales tax is not included as part of this quotation.

\$627,233

Lower Hamilton Park - Pittsburgh, PA

Baseball Field Lighting 51/33 Average FootCandles
Soccer Field Lighting 41 Average FootCandles
Tennis Court Lighting 42 Average FootCandles
Pickleball Court (2) Lighting 45 Average FootCandles
Basektball Court Lighting 31 Average FootCandles
Horseshoe/Cornhole Lighting 8.1 Average FootCandles
Parking Lot Lighting 2.8 Average FootCandles
Walking Path Lighting 3.3 Average FootCandles
Q-LED GameChanger, Turn-key Installation

Early Payment Discount (50% payment at time of PO)

-\$22,736

\$604,497

Assumed to have commercial power to a 400AMP meter located within 100' of the concession area.

A stamped engineered electrical drawing is not included.
Includes conduit, wire, electrical boxes, misc. material,
trenching, permits, equipment, overhead and labor to energize
12 sports lighting poles.

## **System Includes**

Quotation

- GameChanger Gen 3 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade.

  (10F 10 Fixtures) One on pole E2
- GameChanger Gen 3 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade.

  (7F 5 Fixtures) One on poles A1 and A2
- GameChanger Gen 3 Full fixtures pre-aimed, pre-wired and fully assembled on light stanchion. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade.

  (7F 7 Fixtures) Two on pole E1 and one on pole S1
- GameChanger Gen 3 Small fixtures pre-aimed, pre-wired and fully assembled on light stanchion. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade.
   (4F 4 Fixtures) One on pole P1, P2, P3 and P4
- GameChanger Gen 3 Small fixture pre-aimed, pre-wired and fully assembled on light stanchion. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade.
   (1F 1 Fixture) One on poles A1, A2,E1, E2, P1, P5 and P6
- GameChanger Gen 3 Small fixtures pre-aimed, pre-wired and fully assembled on light stanchion. UL-Listed driver/distribution cabinet containing a surge protector and power line filter that is fully-assembled, fully-wired and to be mounted 10' above grade.

  (2F 2 Fixtures) One on poles P2, P5, P6, P7 and S1
- 5 On/Off GameChanger™ Switch
- Q-LED Wireless Controls: DLC-Listed; verified and approved by SSL Labs; and UL2900-01-Listed; first networked lighting control system listed for Cyber security. Download the Lightcloud app from Google Play or the App Store
- 1 The QLED GameChanger™ Silver Dynamic Lighting Package includes two (2) preset scenes: Chaser and Score.
- 1 Field Audit



**Project: Lower Hamilton Park** 

Date: 4/18/2023 Location: Pennsylvania QL#: 22248D2 SF7671

- 1 Turnkey Installation With Electrical
  - · Turnkey Installation of fixtures and Poles
  - · Foundation size to be determined
  - Typical soil/no casing included
  - Proposal includes offloading, assembly and installation of lighting equipment.
  - If geo-tech soil reports are not available from the owner, Qualite can offer these services at an additional cost. If geo-tech is not desirable, the owner will be required to execute a typical soil disclaimer.
  - Foundations priced into this proposal are based off of normal soils. No rock, debris, high water table or impassable materials are included in this cost. If rock or soil that requires casing or mudding is encountered, an additional \$6,500 per pole will be charged. If rocks are encountered, an additional \$500 per foot will be charged.
  - All necessary labor, equipment, insurance and miscellaneous materials are included.
  - · Labor is non-union and is based off Fair Labor Rates.
  - Price based on site access sunrise to sundown, 7 days a week, with no work stoppage.
  - · Price based off one mobilization.
  - · Owner to provide adequate access to site.
  - Due to size and weight of construction equipment, any damage to site due to construction is not included. This includes but is not limited to sod/grass, landscaping, irrigation, curbs, asphalt and concrete.
  - Pole wiring harness and pole disconnects are included and installed under this agreement.
  - · No permits, license or utility costs are included.
  - Site electrical, Conduit and distribution panels are included. Power Service Point is assumed to be within 150 feet of the field.
  - Power is assumed to be 480v, 3P, 4W.
  - Pole wiring harness and pole disconnects are included and installed under this agreement.
  - · Concrete cutting is not included in the cost.
- 3 70' MH 80' OAL Galvanized Steel Direct Embedded Poles, EPA 14, 90 MPH AASTHO 2013. Poles A1,A2,S1
- 1 80' MH 90' OAL Galvanized Steel Direct Embedded Poles, EPA 27, 90 MPH AASTHO 2013. Poles E1
- 1 80' MH 90' OAL Galvanized Steel Direct Embedded Poles, EPA 18, 90 MPH AASTHO 2013. Poles E2
- 4 40' MH 46' OAL Galvanized Steel Direct Embedded Poles, EPA 6, 90 MPH AASTHO 2013. Poles P1-P4
- 30' MH 35' OAL Galvanized Steel Direct Embedded Poles, EPA 4, 90 MPH AASTHO 2013. Poles P5-P7
- 4 Foundation Design
- 1 25-Year, Maintenance-Free Warranty
- 1 (\$22,736) EARLY PAY DISCOUNT AVAILABLE, when 50% deposit is paid at time purchase order is issued to Qualite.

# Controls/Warranty/Shortages/Freight Damage/Replacement Parts

- Controls: If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- Warranty: Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms
  are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper
  installation of poles will not be warrantied.
- Shortages/Freight Damage: In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- Replacement Parts: Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.



**Project: Lower Hamilton Park** 

Date: 4/18/2023 Location: Pennsylvania QL#: 22248D2 SF7671

## **Cooperative Purchasing**

- COSTARS: The Commonwealth of Pennsylvania's Cooperative Purchasing Program. www.costars.state.pa.us. Contract: COSTARS-014-E22-262.
- TIPS: The Interlocal Purchasing System. www.tips-usa.com. Contracts: Trades, Labor and Materials (IOC), 170201; Lighting Systems, Parts and Installations, 18060201; and Lighting Systems, Parts and Installations (IOC), 18060202.

## Design Disclaimer

- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the
  permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

## Quote and Payment Terms/Delivery of Products

This quote is valid for 30 days.

The price of concrete poles is also good for 90 days, however the price of steel poles is good for 30 days because of changing steel and tariff charges.

Fifty percent (50%) of the purchase price will be required at the time of order placement. Forty percent of the contract balance is due before shipment and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shipment of products.

Delivery of Qualite Sports Lighting products should be expected eight (8) to ten (10) weeks from signed submittal release unless prior arrangements have been made.

B052



#### **HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA**

**MANAGING PRINCIPALS** 

Kevin A. Brett, P.E. Ned Mitrovich, P.E. Jason E. Stanton, P.E.

May 5, 2023

S. O. No. 253-108

# VIA EMAIL ONLY (kstringent@csboro.org)

Ms. Katie Stringent, Borough Manager Castle Shannon Borough 3310 McRoberts Road Castle Shannon, Pennsylvania 15234

Subject:

**Request for COSTARS Proposal** 

Contract No. 23-PK6A Lower Hamilton Park Trails and Courts Paving

Dear Ms. Stringent:

LSSE has completed a review of the proposals received in response to the Request for Proposal for the construction of turn-key lighting for Lower and Rear Hamilton. One proposal was received (copy is attached) and is summarized below.

Contractor	Base Bid Amount	Alternate No. 1		
Keystone Sports Construction	\$313,914.50	\$43,349.12		

Base Bid – Lower Hamilton Trails, Courts, and Concrete Alternate No. 1 – Acrylic Color Coating for Courts

As presented above, Keystone Sports Construction is the apparent low bidder. The work proposed is eligible through procurement through COSTARS Vendor Contract No. 014-E23-312.

As such, based on our review of the proposal received, LSSE recommends that the Base Bid (\$313,914.50) and Alternate No. 1 (\$43,349.12 – Acrylic Color Coating for Courts) for an aggregate total of \$413,014.00.

If acceptable to the Borough, the next step is for the Borough to issue a notice of intent of award in the amount of up to \$413,014.00 to Keystone Sports Construction. The vendor will then initiate the formal Contract procurement process via COSTARS that will include contract, shop drawings and warranty information for execution by the Borough.

OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio 150 Pleasant Drive, Suite 204 10560 Walnut Street 4534 Route 136, Suite 9 5980 Williams

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200 150 Pleasant Drive, Suite 204 Aliquippa, PA 15001

Aliquippa, PA 15001 Albion, PA 16401 (412) 264-4400 (814) 756-4384 Fax: (412) 264-1200 Fax: (814) 756-5638

4534 Route 136, Suite 9 Greensburg, PA 15601 (724) 837-1057

Fax: (412) 264-1200

5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661 Ms. Katie Stringent, Borough Manager Castle Shannon Borough May 5, 2023 Page 2

Attached is a not-to-scale diagram of the Trails and Courts Paving included in the scope of work for this contract. The magenta color represents court paving, the cyan color represents trail paving while the green color represents the concrete work included in the contract.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely,

Jason E. Stanton, P.E.

JES/als

Attachments

cc/att: Dennis Biondo, Solicitor (drbiondo@aol.com)



# **Turf Field - Paving Proposal**

**DATE OF PROPOSAL:** Ma

May 4, 2023

#654835

PREPARED FOR:

Castle Shannon Borough

Katie Stringent

3310 McRoberts Rd,

Castle Shannon, PA 15234

PREPARED BY:

**Keystone Sports Construction** 

Christopher W. Wright, Managing Member

1100 Schell Ln, Suite 104 Phoenixville, PA 19460

PROJECT ADDRESS:

Hamilton Park, Castle Shannon Borough

Keystone Sports Construction is pleased to present the following Proposal. This offer includes supply and installation of various asphalt services for Castle Shannon Borough (hereinafter "OWNER"). Prices are based upon COSTARS Contract (COSTARS-14-E23-312). Pricing herein is inclusive of prevailing wage rates.

WHEREAS, OWNER wishes to have various paving installed at one (1) recreational sports facility generally in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), for the purposes of installing the paving per the scope below:

THEREFORE, in consideration for the payment of the total purchase price of:



Item No.	Item Description	Quantity	Unit	τ	Unit Cost	Item Cost
	Roadway Milling / Profiling, Variable Depth					
1	(4" Average Depth)	2,000	SY	\$	11.76	\$ 23,529.41
	6" PennDOT 2A Limestone Subbase Including					•
	Preparation of Subgrade and Installation of					
2	Class IV Fabric	1,800	SY	\$	18.82	\$ 33,882.35
	2.5" Depth Superpave WMA Binder Course,					
	19mm, 0 to 0.3 million Design ESALs, PG 64-					
3	22, Section 411	500	TON	\$	169.41	\$ 84,705.00
	1-1/2" Depth, Superpave WMA Wearing					
	Course, 9.5mm, 0 to 0.3 million Design					
4	ESALs, PG 64-22, SRL-H, Section 413	1,200	SY	\$	29.41	\$ 35,294.12
	1" Depth, Superpave WMA Wearing Course,					
	6.33mm, 0 To 0.3 Million Design ESALS, PG					
5	76-22, SRL-H, Section 412	2,000	SY	\$	29.41	\$ 58,823.53
	Base Repair Including 10" Unclassified					
	Excavation, Class IV Fabric, Installation Of 4"			ľ		
	Bituminous Millings And 6" Depth Superpave					
	WMA Base Course, 25mm, 0 To 0.3 Million					
5	Design ESALS, Pg 64-22	150	SY	\$	88.24	\$ 13,235.29
	Weak Subgrade Repair Including 12"					
	Unclassified Excavation, Class IV Fabric,					
	Installation of 12" Bituminous Millings or					
6	PennDOT 2A	120	SY	\$	76.47	\$ 9,176.47
	Concrete Sidewalk (4" Depth), Reinforced					
	Including Demolition, Excavation, 4"					
7	AASHTO No. 57 Aggregate Subbase	1,400	SF	\$	23.53	\$ 32,942.00
	Linestriping - Basketball Court Linestriping					,
8	(Type II)	1	LS	\$	7,209.54	\$ 7,209.54
						,
	Linestriping - Tennis and Pickle Ball Courts					
9	(Type II)	1	LS	\$	15,116.78	\$ 15,116.78
			Bas	e B	id Subtotal	\$313,914.50
LTER	NATE NO. 1 - ACRYLIC COLOR COATI	NG				
	Cost Difference to Install Acrylic Color					
	Coating System including Linestriping in Lieu					
A-1	of Bid Item Nos. 8 and 9	2,000	SY	\$	21.67	\$ 43,349.12
		Alt	e mate	No.	1 Subtotal	\$43,349.12



### **SCOPE OF WORK**

KEYSTONE hereby agrees to supply and install paving per the bid above. KEYSTONE further agrees to install the paving as required, at the work site (hereinafter "Project Site Location"), generally in accordance and as further described within the "Scope of Work" set out below and otherwise in keeping with the terms and conditions of this Proposal, the parties hereto agree as follows;

#### 1) Demobilization & Post-Completion:

- a) Inspection/punch list/close out of Project Site Location with OWNER.
- b) Perform site clean-up inclusive of removal of waste materials and deposit same in a dumpster or other receptacle supplied by OWNER.
- c) Demobilize equipment and labor.

#### 2) Extras:

a) Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this Supply and Installation Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

#### 3) Exclusions:

KEYSTONE has <u>NOT INCLUDED</u> the following items in the Scope of Work and are therefore not reflected in the Proposal price:

- a) Any item not included within the Scope of Work herein
- b) Mobilization and de-mobilization in greater occurrence than the one (1) mobilization anticipated
- c) Survey and layout work beyond the work required to ensure compliance of the installation
- d) Liquidated damages
- e) Engineering or design fees
- f) Permits, fees, licenses
- g) Rock excavation/rock drilling, removal and disposal
- h) Unsuitable soils
- i) Site security demolition of site features not listed in bid form
- j) Haul roads

#### 4) Special Conditions:

- a) INFORMATION AND RESPONSE: OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) ACCESS: Once the work commences, KEYSTONE is to have full, direct and easy access and right of way to the Project Site Location. OWNER is responsible to provide clear, stable,



appropriate and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE within reasonable proximity to the Project Site Location.

- c) UNDERGROUND SERVICES OR OBSTRUCTIONS: OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as hazardous materials or any unidentified substances, utilities or services (except those utilities identified by KEYSTONE /OWNER), which will impede or hinder the performance of the Scope of Work or access to the Project Site Location.
- d) LIGHTING, ELECTRICITY & FACILITIES: Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this Supply and Installation Proposal.
- e) UNION LABOR: OWNER acknowledges and understands that KEYSTONE is an 'open or merit shop' and as such is a non-unionized company. Further, OWNER acknowledges and understands that KEYSTONE has determined and agreed to the Proposal Price based on this premise. In the event KEYSTONE'S ability to perform its Scope of Work or access to the Project Site Location is impeded by union activity and KEYSTONE is reasonably required to utilize union labor or pay union wage rates to complete the Project or any aspect of it, such additional labor costs incurred by KEYSTONE, if any, shall be at the expense of OWNER and will be deemed to be an approved extra to the Proposal price. KEYSTONE to follow Department of Labor requirements.
- f) PROPOSAL PRICING: The Scope of Work and Proposal Pricing herein are valid for a period of Thirty (30) calendar days from the date of this proposal. The price is subject to increase if affected by an increase in freight, raw materials, taxes, levies or any new legally binding imposition affecting the transaction. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.
- g) PAYMENT TERMS:
  - DRAW #1 50% of total price due upon signing (inclusive of full bond cost if required).
  - DRAW #2 50% upon substantial completion.
- h) ADVERSE WEATHER DELAY: shall be quantified, recorded and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for any weather event that deviates from the normal duration, rate, frequency or other normal as recoded by historic weather data services. Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1-inch precipitation or when low temperatures are 32° Fahrenheit or below. Delays in excess of normal occurrences shall be submitted for approval and any costs associated with the delay shall be submitted for inclusion in the Proposal by change order. Date of substantial



completion shall be adjusted accordingly and based upon the approval of the submitted delay request.

- i) ACCESS AND EGRESS: Removal/repair to existing asphalt walks/drives/roads/parking lots. Damage <u>caused</u> to property by KEYSTONE outside the access and egress areas and normal work area around the fields, will be repaired in a proper manner by KEYSTONE. KEYSTONE to provide digital Dropbox folder of entire project start to finish. Walks or drives that are currently damage or risk compromise or damage are not covered by KEYSTONE.
- j) CONSTRUCTION CONTINGECY: It is advised that the OWNER maintain a contingency account throughout the term of the contract. This account should contain liquid funds equal to 10% of the Contract Sum.
- k) CONFIDENTIALITY: This proposal contains the confidential and proprietary work product of KEYSTONE SPORTS CONSTRUCTION and should not be shared by you with any third parties other than representatives or advisers retained by you with respect to the subject project.

#### KEYSTONE SPORTS CONSTRUCTION

Signature:
Printed Name:
Title:
Date:
OWNER
Signature:
Signature for Bonding:
If the above line is not signed, we will not order a payment and performance bond for this project.
Printed Name:
Title:
Date:

B059



#### **HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA**

**MANAGING PRINCIPALS** 

Kevin A. Brett, P.E. Ned Mitrovich, P.E. Jason E. Stanton, P.E.

May 5, 2023 Revised May 19, 2023

S. O. No. 0253-108

# VIA EMAIL ONLY (kstringent@csboro.org)

Ms. Katie Stringent, Borough Manager Borough of Castle Shannon 3310 McRoberts Road Castle Shannon, Pennsylvania 15234

**Subject:** 

**Request for COSTARS Proposal** 

Contract No. 23-PK7

Lower Hamilton Park - Fencing

Dear Ms. Stringent:

LSSE has completed a review of the proposal received on May 19, 2023 in response to the Request for Proposal for the installation of various fencing within Lower Hamilton Park.

As requested by the Borough, the proposal was revised to eliminate the 4 foot chain link fence around the perimeter of the field. The proposal also now includes screening for the dumpster enclosure. The proposal received (copy attached) is summarized below.

Contractor	Base Bid	Alternate No. 1
Keystone Sports Construction	\$253,161.30	\$9,976.37

Base Bid – Fencing associated with baseball (20' high chain link fence along a portion first and third base lines), pickleball, tennis courts and basketball hoop assemblies and removable bollards. Alternate No. 1-10' Chain Link Fence with 10' Netting Above in lieu of 20' Chain Link Fence

As presented above, Keystone Sports Construction is the apparent low bidder. The work proposed is eligible through procurement through COSTARS Vendor Contract No. 014-E23-312.

Based upon our review of the proposal received, LSSE recommends award of the Base Bid in the amount of \$253,161.30 to Keystone Sports Construction.

OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200 150 Pleasant Drive, Suite 204 Aliquippa, PA 15001

(412) 264-4400 Fax: (412) 264-1200 10560 Walnut Street Albion, PA 16401 (814) 756-4384

Fax: (814) 756-5638

4534 Route 136, Suite 9 Greensburg, PA 15601

(724) 837-1057 Fax: (412) 264-1200 5980 Wilcox Place, Suite J Dublin, OH 43016 (614) 395-1661 Ms. Katie Stringent, Borough Manager Borough of Castle Shannon May 5, 2023 Revised May 19, 2023 Page 2

An exhibit drawing is attached that provides a color coding of the proposed fencing in this contract.

If acceptable to the Borough, the next step is for the Borough to issue a notice of intent of award of the Base Bid in the amount of up to \$253,161.30 to Keystone Sports Construction. The vendor will then initiate the formal Contract Procurement process via COSTARS that will include contract, shop drawings and warranty information for execution by the Borough.

If 10' chain link and 10' sports netting is preferred along a portion of the first and third base line, Alternate No. 1 (\$9,976.37) would need added to the awarded total.

Should you have any questions, please contact Joshua R. Callender, E.I.T. directly (Ext. 284).

Sincerely,

Jason E. Stanton, P.E.

JES/nlk

Attachments

cc/att: Dennis Biondo, Solicitor (drbiondo@aol.com)



# **Turf Field - Fence Proposal**

**DATE OF PROPOSAL:** May 19, 2023

#654831

PREPARED FOR:

Castle Shannon Borough

Katie Stringent

3310 McRoberts Rd,

Castle Shannon, PA 15234

PREPARED BY:

**Keystone Sports Construction** 

Christopher W. Wright, Managing Member

1100 Schell Ln, Suite 104 Phoenixville, PA 19460

**PROJECT ADDRESS:** 

Hamilton Park, Castle Shannon Borough

Keystone Sports Construction is pleased to present the following Proposal. This offer includes supply and installation of chain link fence for Castle Shannon Borough (hereinafter "OWNER"). Prices are based upon COSTARS Contract (COSTARS-14-E23-312). Pricing herein is inclusive of prevailing wage rates.

WHEREAS, OWNER wishes to have various fencing installed at one (1) recreational sports facility generally in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing by the parties hereto;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), for the purposes of installing the recreational Sports Netting System as described herein;

THEREFORE, in consideration for the payment of the total purchase price of:



ltem	Description	Quantity	Units
Α	Fencing		
1	Provide and install 4' high black chain link fence with 2" mesh, 8ga wire, 1-5/8" top and bottom rail, 3" terminal and gate posts, 2-1/2" line posts, (3) 4' opening gates and (1) 8' opening gate (included sleeve-it material for fence behind wall, to be installed by others)	524	LF
2	Provide and install 8' high black chain link fence with 2" mesh and privacy slats for dumpster enclosure. Price includes (1) 12' wide double opening gate	50	LF
3	Provide and install 12' high black chain link fence with 1-3/4" mesh, 8ga wire, 1-5/8" top/middle/bottom rails, 4" terminal and gate posts, 3" line posts, (7) 4' opening gates	601	LF
4	Provide and install 20' high black chain link fence with 2" mesh, 8ga wire, 1-5/6" top/middle/bottom rails, 6-5/8" terminal posts, 4" line posts, (2) 4' opening gates	346	LF
5	Provide and install Basketball poles/backboards/rims - Bison BA871XL-BK	2	EA
6	Provide and install removable bollards	4	EA
	Total I	encing Cost \$	253,161.30
В	Alternate		
1	Alternate ADD for combination 10' black chain link fence backstop with 10' Sportsfield Specialties netting above. Price includes Stormguard 20' aluminum poles - 346 LF		\$9,976.3

### **SCOPE OF WORK**

KEYSTONE hereby agrees to supply and install the Fence system, concrete footings and hardware. KEYSTONE further agrees to install the fence as required, at the work site (hereinafter "Project Site Location"), generally in accordance and as further described within the "Scope of Work" set out below and otherwise in keeping with the terms and conditions of this Proposal, the parties hereto agree as follows;

## 1) Demobilization & Post-Completion:

- a) Inspection/punch list/close out of Project Site Location with OWNER.
- b) Perform site clean-up inclusive of removal of waste materials and deposit same in a dumpster or other receptacle supplied by OWNER.
- c) Demobilize equipment and labor.

#### 2) Extras:

a) Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this Supply and Installation Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

#### 3) Exclusions:

KEYSTONE has <u>NOT INCLUDED</u> the following items in the Scope of Work and are therefore not reflected in the Proposal price:



- a) Any item not included within the Scope of Work herein
- b) Mobilization and de-mobilization in greater occurrence than the one (1) mobilization anticipated
- c) Survey and layout work beyond the work required to ensure compliance of the installation
- d) Liquidated damages
- e) Engineering or design fees
- f) Permits, fees, licenses
- g) Rock excavation/rock drilling, removal and disposal
- h) Unsuitable soils
- i) Site security
- j) Sleeve-its behind wall installation
- k) Fence within curb. All fence to be located behind curb
- 1) Core drilling of fence posts in asphalt or concrete
- m) Windscreen or safety topper
- n) 4' fence around field
- o) Concrete pad or bollards for dumpster enclosure

### 4) Special Conditions:

- a) INFORMATION AND RESPONSE: OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) ACCESS: Once the work commences, KEYSTONE is to have full, direct and easy access and right of way to the Project Site Location. OWNER is responsible to provide clear, stable, appropriate and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE within reasonable proximity to the Project Site Location.
- c) UNDERGROUND SERVICES OR OBSTRUCTIONS: OWNER will be solely responsible for all costs associated with removal/relocation of any above ground or underground obstructions such as hazardous materials or any unidentified substances, utilities or services (except those utilities identified by KEYSTONE /OWNER), which will impede or hinder the performance of the Scope of Work or access to the Project Site Location.
- d) LIGHTING, ELECTRICITY & FACILITIES: Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this Supply and Installation Proposal.
- e) UNION LABOR: OWNER acknowledges and understands that KEYSTONE is an 'open or merit shop' and as such is a non-unionized company. Further, OWNER acknowledges and understands that KEYSTONE has determined and agreed to the Proposal Price based on this premise. In the event KEYSTONE'S ability to perform its Scope of Work or access to the Project Site Location is impeded by union activity and KEYSTONE is reasonably required to utilize union labor or pay union wage rates to complete the Project or any aspect of it, such additional

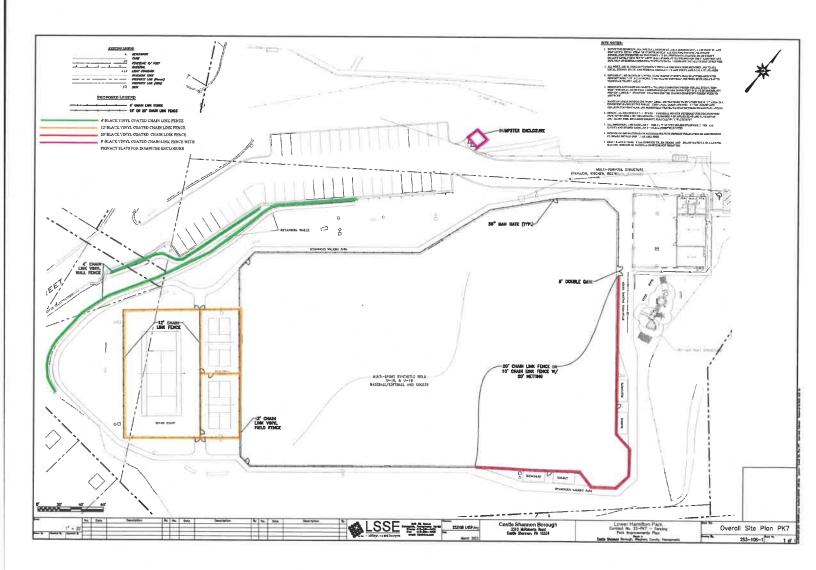


labor costs incurred by KEYSTONE, if any, shall be at the expense of OWNER and will be deemed to be an approved extra to the Proposal price. KEYSTONE to follow Department of Labor requirements.

- f) PROPOSAL PRICING: The Scope of Work and Proposal Pricing herein are valid for a period of Thirty (30) calendar days from the date of this proposal. The price is subject to increase if affected by an increase in freight, raw materials, taxes, levies or any new legally binding imposition affecting the transaction. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.
- g) PAYMENT TERMS:
  - DRAW #1 50% of total price due upon signing (inclusive of full bond cost if required).
  - DRAW #2 50% upon substantial completion.
- h) ADVERSE WEATHER DELAY: shall be quantified, recorded and qualified for any monthly total exceeding normal weather occurrences as recorded by on-site weather data station or closest NOAA Weather Station. Adverse Weather Delays are considered for any weather event that deviates from the normal duration, rate, frequency or other normal as recoded by historic weather data services. Adverse Weather Delays are considered for any 24-hour period that receives greater than 0.1-inch precipitation or when low temperatures are 32° Fahrenheit or below. Delays in excess of normal occurrences shall be submitted for approval and any costs associated with the delay shall be submitted for inclusion in the Proposal by change order. Date of substantial completion shall be adjusted accordingly and based upon the approval of the submitted delay request.
- i) ACCESS AND EGRESS: Removal/repair to existing asphalt walks/drives/roads/parking lots. Damage <u>caused</u> to property by KEYSTONE outside the access and egress areas and normal work area around the fields, will be repaired in a proper manner by KEYSTONE. KEYSTONE to provide digital Dropbox folder of entire project start to finish. Walks or drives that are currently damage or risk compromise or damage are not covered by KEYSTONE.
- j) CONSTRUCTION CONTINGECY: It is advised that the OWNER maintain a contingency account throughout the term of the contract. This account should contain liquid funds equal to 10% of the Contract Sum.
- k) CONFIDENTIALITY: This proposal contains the confidential and proprietary work product of KEYSTONE SPORTS CONSTRUCTION and should not be shared by you with any third parties other than representatives or advisers retained by you with respect to the subject project.



# KEYSTONE SPORTS CONSTRUCTION Signature: \_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ OWNER Signature: \_\_\_\_\_\_ Signature for Bonding: \_\_\_\_\_\_ If the above line is not signed, we will not order a payment and performance bond for this project. Printed Name: \_\_\_\_\_\_ Title: \_\_\_\_\_\_ Date: \_\_\_\_\_



### Castle Shannon Civil Service Commission

### Memorandum

TO:

Mayor Baumgarten

Borough Council Borough Manager Police Chief Truver CSCSC Members CSCSC File

DATE:

May 17, 2023

Attached for your review, please find the Meeting Minutes and actions of the Civil Service Commission from our meeting held on May 15, 2023.

Thank you,

Laurie Miller

Castle Shannon Civil Service Commission

aurie Miller

Recording Secretary

CSCI

# Castle Shannon Borough Civil Service Commission Meeting Minutes – May 15, 2023

Meeting called to order at 1800 hours by Chairman Paul Coffey.

I. Roll Call

Present: Paul Coffey, Robert Myers, Laurie Miller, Police Chief Truver

- II. Approval of the minutes from the previous CSCSC meeting of January 18, 2023.
- III. Unfinished Business None
- IV. Hearing of New Cases None
- V. New Business

A Motion was made by Robert Myers to approve the proposal to extend the Sergeant Promotion eligibility list from May 2022 for one year to May 23, 2024, pursuant to Article V, §503. Motion was seconded by Laurie Miller and the vote was unanimous.

A Motion was made by Robert Myers to approve the proposal to amend the Castle Shannon Rules allowing for tattoos, so long as they can be covered while the employee is in uniform, pursuant to Article III, §305(e). Motion was seconded by Laurie Miller and the vote was unanimous.

VI. Communications and Reports - None

VII. Adjournment

Motion to adjourn at 1815 hours by Paul Coffey, seconded by Laurie Miller.

Submitted by, Rausce Willer

Laurie Miller

Castle Shannon Civil Service Commission

Recording Secretary

cc:

Mayor Baumgarten

Council

**Borough Manager** 

Police Chief

Commission File

CSC 2

## CASTLE SHANNON POLICE DEPARTMENT FINES AND FEES REPORT

**MONTH OF** April 2023 District Court Fines \$ 3.022.81 District Attorney Fines \$ 1,178.51 **Parking Citations** \$ 335.00 Report Fees 60.00 **Solicitor Permits** 00.00 Animal Control Fines <u>\$ 00.00</u> Pawn Broker's License \$ 00.00 Pawn Outstanding \$ 00.00 Alarm Fines Received \$ 00.00 Alarms Billed\_\$\_\_\_ 00.00

Special Services

Chief Kenneth Truver

PSF 1

Alarms Outstanding \$ 00.00

From:

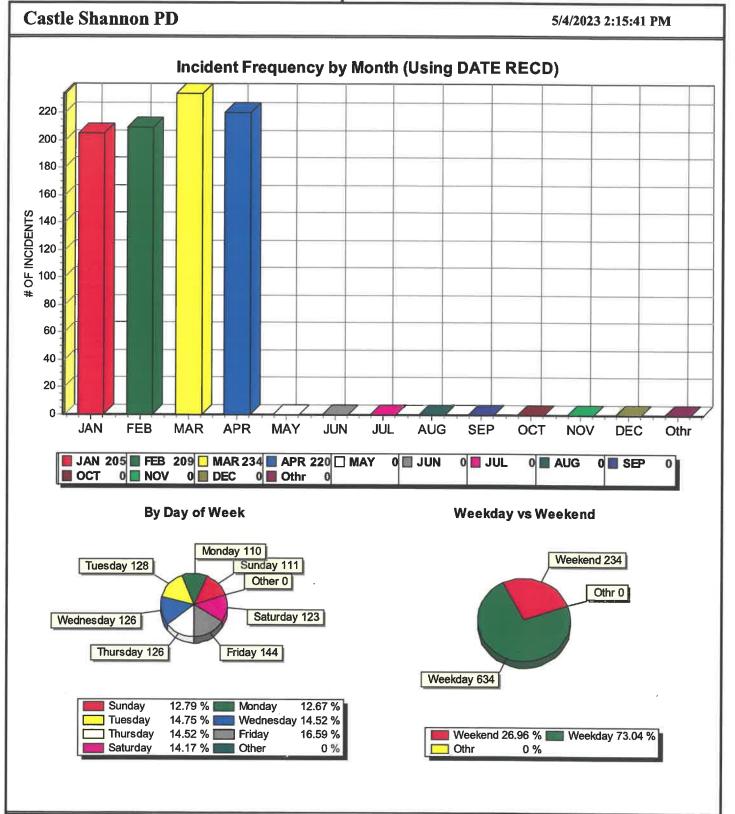
COLICE	Castle Sha	annon Police 2023	DJ Fines	
PROUSI				
DATE	State	Alleg. Co DA (DUI)	DJ -05-2-17	_
JAN		\$523.61	\$4,072.5	55
FEB		\$1,055.12	\$3,296.1	19
MAR		\$993.95	\$5,714.2	28
APR		\$1,178.51	\$3,022.8	31
MAY				
JUN				
JUL				
AUG				
SEPT				
ост				
NOV				
DEC				
	\$0.00	\$3,751.19	\$16,105.8	33

Kenneth M.Truver, Chief of Police

COLICA	Castle Sha	annon Police 2023	DJ Fines
TO TO S			
DATE	State	Alleg. Co DA (DUI)	DJ -05-2-17
JAN		\$523.61	\$4,072.55
FEB		\$1,055.12	\$3,296.19
MAR		\$993.95	\$5,714.28
APR			\$3,022.81
MAY			
JUN			
JUL			
AUG			
SEPT			
ОСТ			
NOV			
DEC			
	\$0.00	\$2,572.68	\$16,105.83

Kenneth M.Truver, Chief of Police

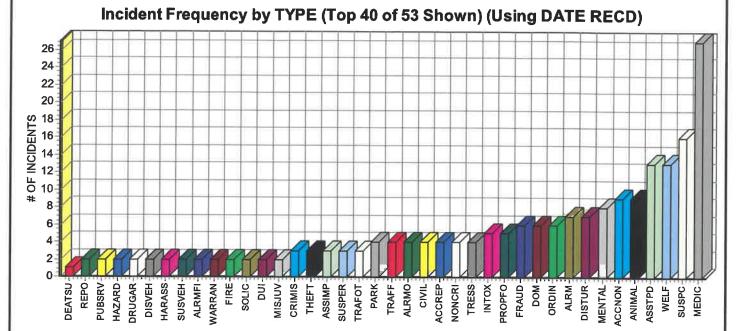
April 2023

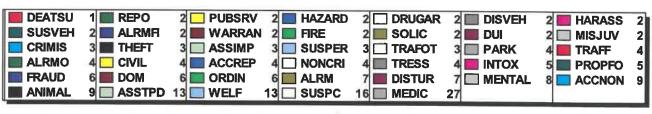


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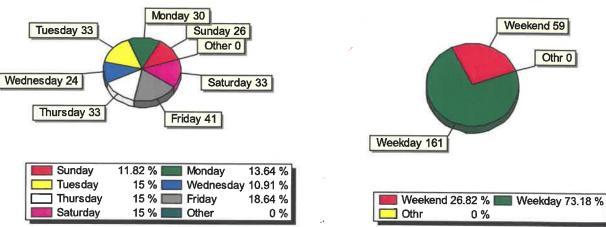
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By Day of Week





Search Criteria: (DATE\_RECD >= TO\_DATE('4/1/2023','MM/DD/YYYY')) (DATE\_RECD <= TO\_DATE('4/30/2023','MM/DD/YYYY'))

# Castle Shannon Police Department Vehicle Maintenance Report April 2023

Car	Year	Make/ Model	Type/Use	VIN / PLATE	Mileage Start	Mileage End Total Miles Gals Fuel	Total Miles	Gals Fuel	Fuel Cost	CPG	MPG	Individual Maint.	Notes	Total Main. per Car
4	0000	Ford	SUV	1FM5K8AB0NGA27076	10101	13267	1000	740	9	600	000			
2	2022	Interceptor	Marked Patrol	MG9551M	200			140.230	9000	0.59	67.0			
4	2000	Ford	SUV	1FMJU1GT7MEA59453	0040			0.00	90 773	6	S			
2	2021	Expedition	Expedition Marked MCSAP	MG7645M	6470	1000	e c	150.055	4.00	93.02	20.00			
-	2047	Ford	SEDAN	1FAHP2MK5HG108709	9000	40102	148	40 771	942	93 69	40.7			
4/	7107	Taurus	Unmarked	MG9629J	000	00104		2.7	94Z.00	95.90	13.40			
75	2020	Ford	SUV	1FM5K8AB1LGA84027	36216	37868	1652	161 959	\$616.33	83	10.20	716.96	front & rear brakes, rotors & pads - oil - tire rotation	716 96
2		Explorer	Ghost Marked	MG2600L										
, r	9	Ford	SUV	1FM5K8ARXXGA62233	21212	74705	6	85 43 73	4 1,000	0 0 6	1 07			
0,	8107	Explorer	Marked Patrol	MG9428K	Olor	202		0.1.00	20.7426	93.00	) o -			
- 42	2020	Ford	SUV	1FM5K8ABXLGA20133	45333	46732	1399	139.673	\$535.70	\$3.84	10.02			
		Explorer	Marked Patrol	MG2661L										
0	0000	Ford	SUV	1FM5K8AW0LGC48712	24260	20100	1750	53 703	\$204.46	9	20 75			
8/	2020	Explorer	Explorer Unmarked Admin	LJP9595	00000	30.12	2	33.703	64.40	0.00	32.13			
	9	Ford	SUV	1FM5K8AB0LGA84021	COLLEG	0010		100	0000	0	3			
6/	2020	Explorer	K9	MG2613L	41178	46792	1064	95.033	\$302.78	\$3.82	02:11 SZ			
								Total Fuel	\$3,148.75			716.96	716.96 Total Maintenance	716.96

YTD FUEL COST \$14,379.42

\$ 1,961.17 YTD MAINTENANCE COST

Kenneth M. Truver, Chief of Police



25F Le

Prepared for: , Castle Shannon

# 2023 Ford Police Interceptor Utility AWD

### Based on COSTARS 13-E22-220

Key Code 1284x

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320



### **Client Proposal**

Prepared by: William Bauer Office: 412-279-4551 Quote ID: CSB-59B

Date: 09/19/2022







Contract Number: 013-E22-220

Original Contract Effective Date: 03/18/2022

Supplier Name/Address
WOLTZ AND WIND FORD INC
2100 WASHINGTON PIKE
HEIDELBERG, PA 15106

Commodity Specialist Name: Shelbie Pickering Phone: 717-703-2947 Fax: 717-783-6241

Your SAP Vendor Number: 147187

Contract Name: Emergency Responder Vehicles

Supplier Phone Number: 412-279-4551

Solicitation No: COSTARS-13

The issuance of this document constitutes evidence of a fully-executed contract between the Commonwealth of Pennsylvania and the Supplier.

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid, and any documents attached to this Contract or incorporated by reference in the solicitation and/or Supplier's Bid.

Castle Shannon

Prepared by: William Bauer

09/19/2022

Woltz & Wind Ford, Inc. | 2100 Washington Pike Heidelberg Pennsylvania | 151063751

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: CSB-59B

### Warranty

### **Standard Warranty**

200	
HO	COM
LJO	OIL.

Dago			
Distance	36,000 miles	Months	36 months
Powertrain			
Distance	100,000 miles	Months	60 months
Corrosion Perforation			
Distance	Unlimited miles	Months	60 months
Roadside Assistance			
Distance	60,000 miles	Months	60 months
Hybrid Electrical Components			
Distance	100,000 miles	Months	96 months

Castle Shannon

Prepared by: William Bauer

09/19/2022



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: CSB-59B

### As Configured Vehicle

MSRP	Description	Code
\$47,165.00	Base Vehicle Price (K8A)	K8A
N/C	Order Code 500A	500A
-\$2,830.00	Engine: 3.3L V6 Direct-Injection (FFV)	99B
N/C	Transmission: 10-Speed Automatic (44U)	44U
Included	3.73 Axle Ratio	STDAX
Included	GVWR: 6,840 lbs (3,103 kgs)	STDGV
Included	Tires: 255/60R18 AS BSW	STDTR
included	Wheels: 18" x 8" 5-Spoke Painted Black Steel	STDWL
Included	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	9
STD	Monotone Paint Application	PAINT
STD	119" Wheelbase	119WB
included	Radio: AM/FM/MP3 Capable	STDRD
\$60.00	Tail Lamp/Police Interceptor Housing Only	86T
N/C	Front License Plate Bracket	153
\$25.00	Dark Car Feature	43D
\$50.00	Switchable Red/White Lighting in Cargo Area	17T
\$550.00	Front Warning Auxiliary LED Lights	21L
\$50.00	Grille LED Lights, Siren & Speaker Pre-Wiring	60A
\$395.00	Driver Only LED Spot Lamp (Unity)	51R
N/C	Rear View Camera	87R
\$230.00	Rear Camera On-Demand	19V

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Castle Shannon

Prepared by: William Bauer

09/19/2022



Woltz & Wind Ford, Inc. | 2100 Washington Pike Heidelberg Pennsylvania | 151063751

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: CSB-59B

As Configured V	ehicle	•	
Code		Description	MSRP
68G		Rear-Door Controls Inoperable	\$75.00
18D		Global Lock/Unlock Feature	N/C
55F		Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
59B	4	Keyed Alike - 1284x	\$50.00
85R		Rear Console Plate	\$45.00
549		Heated Sideview Mirrors	\$60.00
47A		Police Engine Idle Feature	\$260.00
76R		Reverse Sensing System	\$275.00
16D		Badge Delete	N/C
19K		H8 AGM Battery (850 CCA/92-amp)	\$110.00
60R		Noise Suppression Bonds (Ground Straps)	\$100.00
61B		OBD-II Split Connector	\$55.00
425		50 State Emission System	STD
96_01		Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
UM_01		Agate Black	N/C
WIFID		WIFI Hotspot - Factory Deleted	-\$20.00
SUBTOTAL			\$47,045.00
Destination Charge			<b>\$1,495</b> .00
TOTAL			\$48,540.00

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Castle Shannon

Prepared by: William Bauer



Total



2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: CSB-59B

### Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	\$48,540.00
Subtotal	\$48,540.00
Pre-Tax Adjustments	
Description	MSRP
Woltz & Wind Ford and Ford Motor Company Government Price Concession	-\$8,100.00

**Customer Signature** 

Acceptance Date

\$40,440.00

# 2023 Ford Police Interceptor Utility AWD

Based on COSTARS 13-E22-220

\$<u>40,440.00</u>

	Street		Name	Violation- 2014	Date	Date to Correct	Corrected Date
259	McCully Road		Wayne Less	did not comply with occupancy violations & parking on Grass	10/1/14	11/1/14	Regular & Certifie
	Street		Name	Violation- 2016	Date	Date to Correct	Corrected Date
284	Library Road		Budget Transmission	remove banner, and clean-up debris in parking lot	12/29/16	1/5/17	
	Street		Name	Violation- 2017	Date	Date to Correct	Corrected Date
226	Rolling Rock		Floyd Arbogast	Camper in the driveway	6/6/18	6/11/18	
	Street		Name	Violation- 2019	Date	Date to Correct	Corrected Date
105	McRoberts Road	3141	Thomas A Moses	UCC hearing on the lack of progress to take out of Condemn	4/17/19	4/29/19	Regular & Certifi
263	Shady Run Avenue		Brian D Dudukovich	Storing Trailers on Grassy Area's	6/14/19	6/25/19	no show found guilty hearing on 4/24/
336	Rolling Rock Road	914	Floyd L Arbogast	Unsanitary Conditions: Trailer, outside storage, Junk Vehicle	7/10/19	7/20/19	Regular & Certifi
587	Oakdale Ave	910	Frank R Menardi	2nd notice for Rental Unit Registration	12/20/19	12/31/19	regular & Certifi
	Street	No	Name	Violation- 2020		Date to Correct	Corrected Date
100	McCully Road	1402	Wayne A Less	Junk Vehicles in the back yard	2/20/20	4/5/20	Regular and Certifi
106	Library Road		Anthony Fazio	Land use violations	2/26/20	4/30/20	Negulai and Certin
	Library Road		James Busch	storage of Junk Cars	3/11/20	5/30/20	Regular and Certifi
	Lindenwood Drive		Ronald C & Janet R Sabatasso	no Occupancy Registration	9/29/20	10/4/20	Regular and Certin
	Street		Name	Violation- 2021		Date to Correct	Corrected Date
	Belleville Street		Donald A Staab	Missing house numbers and dog feces in the yard	1/8/21	1/13/21	
	Grove Road		Robert Nagy	2nd notice for feeding the animals & \$25.00 ticket fine	2/23/21	2/24/21	Sent violation 11/17/
	Belleville Street	2909	Zachary Myles Diberadin	2 nd Garbage and cans at the curb, and storage of pallets in	4/9/21	4/14/21	Regular & Certifi
	Gien Shannon Dr		Kopila Thapa	Building a Roof over a deck with no permit			Regular and Certifi
	Grove Road		Robert Nagy	·	5/17/21	5/22/21	
	Grove Road		Robert Nagy	2nd time submitting citations feeding animals & infestation	5/27/21		waiting for hearing
		1301	Original Gyro	another 2 citations for feeding Animals & Birds	6/10/21		waiting for hearing
	Library Road		Robert Nagy	Sanitation issue in the back, blocking clear site exiting the lot	8/5/21	8/10/21	
	Grove Road		Robert Nagy	2 citations feeding animals, Infestation of rodents	8/13/21		Waiting for hearing da
	Grove Road		Daharmishtha Lodaliya	3 more citations feeding animals, uninhabitable, infestation	12/17/21		3 more citati
	Sleepy Hollow Road		Name	operating a Mini Mart/Convenience store in a R-2 District	12/27/21	1/7/22	Regular & Certifi
_	Street		Daniel Wilson	Violation- 2022	Date	Date to Correct	Corrected Date
	Belleville Street		Jason Alan Roberts	Installing a fence without a permit	2/11/22	2/21/22	Withdrawn 5/16/
	Library Road			Roof leaking inside Apt 2, No Sign permit, or unit registration	3/7/22	3/18/22	Regular and Certifi
	Grove Road	1301 apt 2	Robert Nagy	another 2 citations for feeding animals and birds, rodents	3/10/22		
	Belleville Street		Daniel Wilson	2nd notice Installing a fence without a permit	3/15/22	3/26/22	Withdrawn on 5/16/
163	Belleville Street		Christopher Schmitt	2011 Carry-on Trailer and ATV in the front of the house	3/28/22	3/30/22	Regular and Certified was received 6/11/
164	Grove Road		Robert Nagy	2 more citations	3/30/22		
168	Library Road	3757	Pele Castle Shannon LLC Dustin J	Landslide between 3755&3757 along Fountain Road	4/1/22	4/11/22	regular and certifi
178	Prospect Ave		Retred LLC	Installed gravel and no permit for a parking pad	4/12/22	4/17/22	issued 2 more waiting for a hearing da
197	Sleepy Hollow Road		Lobos Management	no Occupancy for new tenants, unit registration, on grass	5/5/22	5/15/22	Regular and Certifi
273	Prospect Ave		Retred LLC Ashish Shah	2nd Notice gravel on street, no pad permit & Occ+Unit Reg.	5/24/22	6/3/22	issued 2 more waiting for a hearing da
322	Belleville Street		Christopher Schmitt	2nd notice for trailer, 311 app High Grass	6/9/22	6/14/22	Regular and Certified was received 6/11/2
327	Willow Ave	3762	William D Nedzesky	High Grass and no Unit Registration	6/10/22	6/15/22	just the grass was cut 7/11/202



Regular and Certifie	7/28/22	6/13/22	Uninhabitable; contains filth and contamination, mold Lack Ma	Stevenson williams Management L	781 Apt1	Cooke Drive	340
Tragala dia gorinica	6/22/22	6/15/22	Garbage out , no Unit registration	Schnabletier LLC		Cooke Drive	343
	6/25/22	6/15/22	W Needs a Grading Permit for the retaining wall for parking	Pittsburgh Myanmar Christian Fello	3750	Myrtle Ave.	349
	7/15/22	7/8/22	no Occupancy or Unit Registration	Jodi L Doyle		Killarney Drive	397
	8/4/22	7/25/22	Installed a fence with no permit	Sarah Rappaport		Riehl Drive	424
	10/25/22	7/27/22	High Grass and weeds, house needs repairs	Linda Ann Daube		Rosalia Ave	430
	8/2/22	7/28/22	Banner Sign and abandoned Castrol sign, High Grass	James Busch Jr.	3301 & 3307	Library Road	446
withdrawn on 5/16/2		7/29/22	1 Citation for no permit for a fence	Daniel Wilson		Belleville Street	455
issued 2 more waiting for a hearing dat		7/29/22	4 Citation parking pad, Rental Unit Reg, Occupancy, Gravel 5	Asif Shah		Prospect Ave	456
Regular and Certifie	8/10/22	8/3/22	2nd notice on violations from 3/7/22, weeds, no occupancy	Jason Alan Roberts	3421	Library Road	470
Regular and Certifie	8/8/22	8/3/22	2nd notice for High Grass and Weeds	Linda Daube		Rosalia Ave	473
Regular and Certifie	9/4/22	8/4/22	Tarp in yard, no electric, chimney, porch foundation, vacant	Catherine & Clair Smith Brothers	3707	Lyndell Street	481
withdrawn on5/16/2	8/11/22	8/5/22	High Grass and weeds around the property	Daniel Wilson	3111	Belleville Street	490
withdrawn on5/16/23 waiting for hearing date	8/22/22	8/17/22	Dog Feces disposal of rubbish, sanitation and means of egres	Marshall Gregory	938	Saint Anne Street	535
waiting for hearing date Regular and Certified	8/24/22	8/19/22	\$25.00 Ticket for high grass	Realty Income Trust 6	3505	Library Road	546
Regular and Certified waiting for hearing date issued 2 more Waiting for the hearing date	8/30/22	8/25/22	High Grass and weeds	Soraya Zangeneh	2903	May Street	569
	9/5/22	8/31/22	2nd Notice for dog Feces disposal of rubbish, sanitation	Marshall Gregory	938	Saint Anne Street	597
		9/15/22	Another 4 Citations submitted	Asif Retred LLC	1220	Prospect Ave	664
Waiting for the hearing dat		9/15/22	3 citations submitted	Marshall Gregory	938	Saint Anne Street	665
The state of the s	9/21/22	9/20/22	Re-occurrence of sanitation conditions & Rodents	Andrew Sweiter	222	Green Ct.	677
Regular and Certifie	10/12/22	9/27/22	Doing work without a permit and conditional occ. ran out	H&P Partners LLC	918	Park Avenue	
. togatal and obtain	10/28/22	10/18/22	No gutter for proper drainage	Caley P Mangan	3564	Middleboro Road	774
	10/21/22	10/19/22	2nd Notice for Husky running loose and a \$25.00 ticket	Steve/Sandy Huetter	951	Edgewood Avenue	782
Hand Delive	11/11/22	10/27/22	Occupancy and Unit Registration need inspected	Bruce E Falgiani	3633 to 3729	Willow & Poplar	
Tidild Bollic	11/4/22	10/27/22	Tree causing damage porch roof	Milton E & Dorothy Hamel Jr.		Broadway Ave	
submit_citation.on5/17/2:	11/1/22	10/31/22	Garbage out too early for Thru, & Unit Registration	Actech Cloud LLC SOLO	971	Pine Avenue	
submit citation on5/17/23  Regular and Certified	11/30/22	11/1/22	2nd notice for repairs not being completed on the property	Linda Ann Daube	3521	Rosalia Ave	837 1
Regular and Certified		11/7/22	4 more citation	Marshall Gregory	938	Saint Anne Street	865
waiting for hearings Regular and Certified	11/15/22	11/8/22	No Occupancy and no Unit Registration	Joann Groman	797 B	Cooke Drive	869
	11/18/22	11/9/22	2nd notice for Rotted roof and tree causing damage	Milton E & Dorothy Hamel Jr.	3215	Broadway Ave	884 I
	11/23/22	11/16/22	large tree with dead branches that poses a threat to the public	Lawrence Luke Doyle	3617	Poplar Avenue	892 I
	11/28/22	11/18/22	2003 toyota with expired plate & Stickers	Linnea Rae Ondick	289	Murrays Ln	902
Regular and Certifie	11/26/22	11/21/22	Recycling out too early, no Occupancyfor tenants, no Unit	Marco A & Martha Honores	958 Apt 2	Pine Avenue	909 F
Unauthorized Busness Regular and Certified	11/28/22	11/21/22	no Occupancy for the tenants	Adam & Samantha Elliott	· · · · · · · · · · · · · · · · · · ·	Sleepy Hollow Road	915
· ·	12/28/22	11/28/22	sidewalk is in disrepair way too long	Laeth Abdirazq Mahmod	3729	Poplar Avenue	
waiting for American Wate	12/8/22	11/28/22	Unsafe side Deck with no floorboards and railings	John Jay Thigpen II		lighland Villa Drive	
Pagulan and One W	12/8/22	11/28/22	3rd notice Rotted roof, broken gutter and tree causing damag	Milton E & Dorothy Hamel Jr.		Broadway Ave	
Regular and Certified	12/8/22	11/28/22	2nd notice Large tree poses a threat to the public and Occup-	Lawrence Luke Doyle		Poplar Avenue	
Regular and Certified	12/8/22	11/29/22	2nd Notice 2003 Toyota and 2007 Ford with expired plates ar	Linnea Rae Ondick		/Jurrays Ln	
Ford gone on 2/7/2:	12/9/22	12/6/22	Junk Ford F-150 expired stickers	Caley P Mangan		Middleboro Road	



	12/15/22	12/14/22	No Unit Registered	Tania Wang		1022 Lyndell Street
5/	1/3/22	12/27/22	<sup>a</sup> No permit for the side wall sign	Russell Suprek Pittsburgh Sports Ba		1048 Library Road
Corrected Date	Date to Correct	Date	Violation- 2023	o Name		Street
	2/7/23	1/24/23	Front porch block crumbling and needs repaired	9 Sunset Capital Llc		113 Broadway Ave
	1/30/23	1/25/23	Garbage out before 6:00 Pm, No Occ, & No Unit Registration	6 Josephine McGonigle		115 Castle Shannon Blvd
issued 2 morecitations waiting for the hea	2/14/23	2/10/23	Gravel and mud into the street a MS4 issue parked on Grass	Ashesh Shan		194 Prospect Ave
Regular and Cert	2/20/23	2/10/23	Unauthorized Home Base Busniess	7 Samantha and Adam Elliott		195 Sleepy Hollow Road
3	2/19/23	2/14/23	Trash left at the curb, no rental Unit and No Occupancy	g Barry T Langan		203 Saint Anne Street
submit citation on5/17	2/23/23	2/16/23	Dumpster Bag at the curb well after 30 day's	0 Jennifer L Thomas		214 Thornwood Drive
	3/3/23	2/21/23	2006 Mitsubishi with an expired plate and inoperable	Trederick C & Carol H Boden		219 Newport Drive
Regular & Cerl	2/28/23	2/23/23	No Occupancy for Polished Nails Studio & Spa	7 Debbie Schweiger	3827	230 Willow Avenue
Nogulai & Octi		2/23/23	Dead trees out front that pose a threat to the road & Public	9 Joshua Bush	1349	234 Hamilton Road
		3/3/23	Unsafe equipment	1 Original Gyro	3611	242 Library Road
	3/16/23	3/9/23	Did not complete violations for Occupancy and rental	2 Matthew Stonebraker	4102	265 Steiger Street
5/	4/5/23	3/29/23		Pittsburgh Sport Bar Russell Suprek	3630	307 Library Road
3/		3/30/23	Garbage out before 6:00 Pm & no Occupancy & unit Registra	6 Barry T Langan		317 Willow Avenue
	4/7/23	3/31/23	Trailer behind building with junk and expired plate since 2020	7 Blue Lions LLC Justin Tiano		319 Willow Avenue
submit citation on5/17	4/2/23	3/31/23	Feeding birds causing rodent problems and close to the creek	John French		323 Willow Avenue
Regular and Cert		4/4/23	2nd Notice Grading/excavating in vacant lot with no permit	1 Richard P Fest		327 Saint Anne Street
Regular & Certiffed 30 days just toget per	Immediate		Parapet, lintels, Windows Collapsing on the Southwestern sic	Raymond Lackner		341 Castle Shannon Blvd
Regular and Cert	4/15/23	4/14/23	3rd Notice 2013 Toyota on grass next will be a citation	2 Keala Kwai Wah Montervon		345 Lindenwood Drive
Regular and Cert	4/18/23	4/17/23	records show as vacant, no unit registration	4 9624 Sleepy Hollow LLC		347 Sleepy Hollow Road
outenit sitution on 5/47	4/21/23	4/19/23	2nd Notice for feeding the birds causing rodent problems	5 John French		371 Willow Avenue
submit citation on5/17	5/3/23	4/19/23	No Occupancy, no unit registration parking on the grass			372 Pine Avenue
Regular and Cert	5/3/23	4/19/23	No Occupancy, no unit registration	7 Skylar Stewart PGH Property Group	35/17	373 Library Road
Regular and Cert	4/23/23	4/21/23	2nd Notice for Banner on the ouitside of the building	5 Jonathan Fitzpatrick Auto Glass Nov	3625	384 Library Road
5/1:			Front yard rail fence falling apart 7 still siding falling of the sid	The Gary & Barbara A Hudzik Revo	1/21	388 Oak Drive
5/1	4/30/23	4/25/23		Matthew Templeton	1001	391 Connor Rd
	5/5/23	4/25/23	Trailers parked in front of house  2 Citations for a side wall sign and a portable sign			
5/3		4/25/23		Pamela L & Andrew J Hunter	3030	392 Library Road 394 Blossom Hill Rd.
5/9	5/26/23	4/26/23	Unsafe pile of wall block on the side and porch crumbling	O Ashesh Shah		
wait for a Hearing [		4/26/23	2 citation for gravel in the street and and no parking pad	Jennifer Thomas		396 Prospect Ave
submit citation on5/17	5/2/23	4/27/23	2nd Notice for dumpster bags next time will be a citation	Auto Glass Now Jonathan Fitzpatrick		398 Thornwood Drive
Regular and Cert	5/6/23	5/1/23	The state of the second st	Gary S & Barbara A Hudzik		400 Library Road
	6/1/23	5/1/23	Wooden Fence Leaning and ready to fall into the neighbors	Steven A Rohali		401 Oak Drive
	6/6/23	5/1/23	Bamboo growing on the backyard hillside			402 Grove Road
5/17	6/1/23	5/1/23	Bamboo growing on the backyard hillside	Ngoc & Thanh Nguyen		403 Grove Road
5/9	5/2/23	5/1/23	Garbage cans left out days after collection	Richard P Fest		404 Saint Anne Street
5/9	5/2/23	5/1/23	Garbage cans left out days after collection	Robert E & Valerie Malley		405 Saint Anne Street
5/9	5/2/23	5/1/23	Garbage cans left out days after collection	Manuel G Montero		406 Saint Anne Street
5/9	5/2/23	5/1/23	Empty recycling container left at the curb days after collection	Joshua Richard Horn	4204	407 Willow Avenue



	5/17/23	5/2/23	Pile of tree branches in the private alleyway	Pamela Carrozzi		Willow Avenue	408
	5/12/23	5/2/23	Trailer parked on grass, and refrigerator in front of the house	Larry & Marla Worstell		Milton Road	409
	5/12/23	5/2/23	2nd notice trailer infront of house, and building and scrape	John McGhee		Connor Road	410
5/5/2	5/3/23	5/2/23	Cans in a open box at the curb since last week	Leonard Santos		Sleepy Hollow Road	411
5/5/2	5/3/23	5/2/23	2008 Chevy Van in the mud along Ridgeton	Andres Bautista-Nolasco		6th Street	412
2nd notice sent 5/9/2	5/7/23	5/2/23	High Grass	Daniel Mark Kohr		Killarney Drive	413
5/9/2	5/7/23	5/2/23	High Grass	Sam Gardiner		Killarney Drive	414
will remove by 6/1/2	5/3/23	5/2/23	Uninspected Blue Ford Taurus parked on the grass	Darlene Rake		Newport Drive	415
submit citation on5/17/2	5/10/23	5/3/23	We have no unit registration or Occupancy and high grass	Timothy & Svitlana Tomson		Pine Avenue	416
5/9/2	5/4/23	5/3/23	Garbage out before 6:00 Pm	Harka Thapa		Thornwood Drive	417
wrong address remov	5/9/23	5/4/23	High Grass and no visible house numbers	Matthew James Ryan		Greenridge Road	418
5/8/2	5/4/23	5/4/23	Garbage out before 6:00 Pm	Khang Nguyen	1043	Hastie Road	419
5/8/2	5/4/23	5/4/23	Garbage out before 6:00 Pm	Barbara Weber	1040	Hastie Road	420
5/8/2	5/4/23	5/4/23	Garbage out before 6:00 Pm	Sandra Steele	1031	Hastie Road	421
5/8/2	5/9/23	5/4/23	High grass in the backyard	David A Palermo	927	Baldwin Street	422
	5/9/23	5/4/23	High grass in the backyard	Ashlyn Hilderbrand	925 apt 2	Baldwin Street	423
	5/9/23	5/4/23	High grass in the backyard	Spencer Eldridge		Baldwin Street	424
5/9/2	5/9/23	5/4/23	High Grass	Jason C Chang	859	Corbett Drive	425
J. J. J.	5/9/23	5/4/23	High Grass	Jennifer Daube	3800	Frank Street	426
5/8/2	5/9/23	5/4/23	High Grass	Oznut LLC	927	Ulrich Avenue	427
5/8/2	5/9/23	5/4/23	High Grass	Christian Bell	925	Ulrich Avenue	428
5/9/2	5/9/23	5/4/23	High Grass	Mark & Eva Shillingburg	789 B	Cooke Drive	429
5/8/2	5/9/23	5/4/23	High Grass	Zaphkhan Investments LLC	4127	Willow Avenue	430
5/9/2	5/9/23	5/4/23	High Grass and debris in the yard	Ibrahim Kimukin	4122	Willow Avenue	431
5/8/2	5/9/23	5/4/23	High Grass	NaNa Rei LLC		Willow Avenue	432
5/8/2	5/9/23	5/4/23	High Grass	Jason & Kayla Bailey		Willow Avenue	
called on Friday selling it for frien	5/11/23	5/4/23	Selling vehicles with out approval in a commercial area	Jason Jurich Golden CastleReal Esta	1011	Castle Shannon Blvd	
5/8/2	5/9/23	5/4/23	High Grass	Laeth Abdirazq Mahmod	3729	Poplar Avenue	
5/17/2	5/9/23	5/4/23	High Grass	Kristy Heslet & Stephen Nickles	3538	Poplar Avenue	
5/8/2	5/9/23	5/4/23	High Grass	Donald G & Patricia L Daube		Lebanon Ave	
5/8/2	5/9/23	5/4/23	High Grass	Allegheny County Housing Authority	923	Lebanon Ave	
5/8/2	5/9/23	5/4/23	High Grass	James E Vidt Trustee		Maple Avenue	
5/8/2	5/9/23	5/4/23	High Grass	Asle Hall & Douglas Foster	968	Sleepy Hollow Road	
	5/9/23	5/4/23	High Grass	9624 Sleepy Hollow LLC		Sleepy Hollow Road	
5/8/2		5/4/23	High Grass	Debort Louis & Metecho		Sleepy Hollow Road	
5/8/2	5/9/23	5/4/23	High Grass	Janear Busmingli STides Betterne		Sleepy Hollow Road	
5/9/2	5/9/23	5/4/23	Grass clippings blown in the street	Dorothoa I Walter		Trance Drive	
grass 5/8/2	5/9/23		It appears to have new tenan with out Occupancy	KEO Holdings LLC		McRoberts Road	
	5/11/23	5/4/23	High Grass and Debris lying in the yard	Dobart I Daters Is		McRoberts Road	-
5/9/2	5/9/23 5/12/23	5/4/23 5/5/23	overnight parking of bucket and utility truck on the street	Ocomo Elfolou		Greenridge Road	-

448 Willow Avenue		Dylan Kumer	2015 Black Chevy Truck parked on the grass	5/8/23	5/9/23	5/9/2
449 Groveton Street		Brandon Scott Myers	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
450 Groveton Street		Matthew R & Brittany A Gaetano	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
451 Grove Road		Matthew Damico	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
452 Magnolia Drive		Rachael R Heasley	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
453 Trance Drive		Edward J Larson	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
454 Trance Drive	1462	Martin J III & Carol R Koprivnikar	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
455 Trance Drive	1458	Michael Jacobs	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
456 Trance Drive	1411	John J & Diana M Deighan	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
457 Sycamore Drive	3380	Myles D & Irene T Underwood	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
458 Sycamore Drive	3376	Samuel R Abbott, 3rd	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
459 Sycamore Drive	3365	Anthony J & Gina E Elardo	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
460 Sycamore Drive	3364	Shea F Cassler	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
461 Highland Villa Drive	1427	Gregory G & Bethany D Wagner	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
462 Highland Villa Drive	1423	Joseph M Lucas	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
463 Highland Villa Drive		George J Jr Uhl	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
464 Highland Villa Drive		Richard & Melanie Kessler	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
465 McRoberts Road		Vincent Thomas Garofalo Trustee	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23
466 McRoberts Road		Christopher A Adams	Garbage out before 6:00 Pm	5/8/23	5/9/23	
467 Library Road		Andy & Lauren Tuskin	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/10/23 5/10/23
468 Library Road		Aesha Brown	High Grass	5/8/23	5/9/23	
469 Library Road		Tyson Nguyen	Garbage out before 6:00 Pm	5/8/23	5/9/23	5/15/23
470 Greenridge Road		Jill E & Brian S Vogel	High Grass and no visible house numbers	5/9/23	5/9/23	5/10/23
471 Hastie Road		Patrick M & Maria C Connell	High Grass	5/9/23	5/14/23	5/15/23
472 Sleepy Hollow Road		Judith & Sarah Friedl	High Grass	5/9/23		5/15/23
473 Killamey Drive		Daniel Mark Kohr			5/14/23	5/15/23
474 Glen Shannon Dr		Donald & Cheryl Seese	2nd notice for High Grass and Weeds	5/9/23	5/14/23	
		Tarou Nakajima	High Grass	5/9/23	5/14/23	5/15/23
475 Home Ave		OAP Ventures LLC James Brocato	notice to finish parking pad and inspection violations	5/9/23		noticeof warning
476 Library Road		Jason C Chang	Condemed for faulty construction & Unsafe Structure	5/9/23	11/9/23	Regular and Certified
477 Corbett Drive		Bradley J Holzworth	Garbage out before 6:00 Pm	5/10/23	5/11/23	5/15/23
478 May St Ext			High Grass	5/10/23	5/15/23	5/15/23
479 Home Ave	3105	Matthew Simmons Aux Funding LLC Debra E Byron Pecora		5/10/23	5/20/23	
480 Belleville Street		Ryan Miller	High Grass	5/10/23	5/15/23	
481 Belleville Street			High Grass	5/10/23	5/15/23	
482 Killamey Drive		Neil J Mckenzie	High Grass	5/10/23	5/15/23	5/15/23
483 Killarney Drive		Jodi L Doyle	High Grass	5/10/23	5/15/23	
484 Hiwood Drive		ColleenJessie Waldron	High Grass	5/10/23	5/15/23	5/15/23
485 Maplewood Drive		Joanne M Neiport	High Grass	5/10/23	5/15/23	5/15/23
486 Maplewood Drive		Catherine B Hook	High Grass in the bacvkyard	5/10/23	5/15/23	5/15/23
487 Lindenwood Drive	816	Christine Johnson	High Grass	5/10/23	5/15/23	5/15/23

488 Home Ave		Jagpinder Singh	High Grass and no Unit Registration	5/10/23	5/15/23	
489 Poplar Avenue	3617 apt #2	Nicole Evans	High Grass	5/10/23	5/15/23	
490 Poplar Avenue		Hayley Whittaker	High Grass	5/10/23	5/15/23	
491 Poplar Avenue		Skylar Stewart	getting ready to build Deck, Shed, Fence, with out a permit	5/10/23	5/15/23	
492 Corbett Drive		Jason C Chang	Garbage out before 6:00 Pm	5/10/23	5/11/23	5/15/2
493 Rockwood Ave		Stanley & Roberta Zukiewicz	High Grass	5/10/23	5/15/23	warnin
494 Prospect Ave		Cherie D Sterrett	High Grass	5/10/23	5/15/23	5/15/2
495 Prospect Ave	1214	James & Justin Hopkins	High Grass	5/10/23	5/15/23	5/15/2
496 Prospect Ave	1244	Timothy P & Nancy M Geyer	High Grass	5/10/23	5/15/23	
497 Clara Ave	1329	Mary Ochs	High Grass and Brush	5/10/23	5/15/23	5/15/2
498 McCully Road	1800	Murray N Farber	High Grass	5/10/23	5/15/23	5/15/2
499 Blossom Hill Rd.	1605	Martin A & Patricia M Sobieralski	High Grass	5/10/23	5/15/23	5/*15/2
500 Rebecca Street	3700	Purni Maya Maji	High Grass	5/10/23	5/15/23	5/15/2
501 McRoberts Road		KEQ Holdings LLC	High Grass	5/11/23	5/15/23	
502 Grove Road	1373	James Olsen	High Grass	5/11/23	5/15/23	5/15/2
503 Lindenwood Drive	816	Christine Johnson & Mark Gittens	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2
504 Lindenwood Drive	813	James J Joseph Trust	High Grass	5/11/23	5/15/23	5/15/2
505 Maplewood Drive	816	Joanne M Neiport	High Grass	5/11/23	5/15/23	5/15/2
506 Willow Avenue	4212	Joshua James Staley	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2
507 Willow Avenue	4012	Pamela Carrozzi	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2
508 Hastie Road	1050	Patrick M & Maria Scarnati Connell	High Grass	5/11/23	5/15/23	5/15/2
509 Hastie Road	1038	Matthew L Miller	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2
510 Hastie Road	1024	Diwash Adhikari	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
511 Hastie Road	1020	David J Kozma	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
512 Hastie Road	1004	Louis A Palka	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
513 Greenridge Road	4246	Heather L Beech	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
514 Greenridge Road	4248	Marlene L Kerr & Fred Molly	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
515 Greenridge Road	4239	Paul & Rebecca Corbett	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
516 Greenridge Road	4235	Mark & Joan Naumann	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2
517 Greenridge Road	4233	William L & Susan J Grand	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2
518 Maplene Avenue	3179	Bryan Willey	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/2:
519 Maplene Avenue	3171	Kenneth P & Judith A Wolfe	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/23
520 Maplene Avenue	3148	Susan Daube	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/23
521 Maplene Avenue		Chad L & Christine A NcCall	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/23
522 Edgewood Avenue	939	David P & Bonnie L McCall	Garbage out before 6:00 Pm	5/11/23	5/12/23	
523 Glen Shannon Dr		Robert G & Marie A Waugaman	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/23
524 Glen Shannon Dr	515	Paul L & Joanne Varnum	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/23
525 Londonderry Drive		RP2ALL LLC Maurice Makay	High Grass	5/11/23	5/15/23	5/12/23
526 Londonderry Drive		Residential Resources Inc.	High Grass	5/11/23	5/15/23	
527 Killarney Drive		Tara & Allison Waldo	Garbage out before 6:00 Pm	5/11/23	5/12/23	5/12/23



fore 6:00 Pm 5/11/23 5/12/23	5/12/
fore 6:00 Pm 5/11/23 5/12/23	5/12/
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e portable sign 5/12/23 5/17/23	
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up parking on the grassy area 5/15/23 5/16/23	5/17/
arking on the grassy area 5/15/23 5/16/23	5/17/
t at the curb all weekend, high grass dead bra 5/15/23 5/20/23	
left on the street 5/15/23 5/16/23	5/19/
itted,High Grass,Storage,Junk Vehicles 5/15/23	waiting for hearing da
5/16/23 5/21/23	
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igh Grass and Weeds 5/16/23 5/21/23	
Weeds on the front hillside 5/16/23 5/21/23	
or tenant, no unit registration, high grass 5/16/23 5/26/23	
e back yard 5/16/23 5/21/23	
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container left at the curb days after collection 5/16/23 5/17/23	
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gnage, no unit registration, and High Grass 5/16/23 5/31/23	
ecycle bins lefty at the curb days after pick up 5/16/23 5/17/23	
Occupancy and no Unit Registration 5/17/23	Waiting for heari
ling the birds 5/17/23	Waiting for heari
oster bags in back yard for months 5/17/23	Waiting For heari
weeds 5/17/23 5/22/23	violating i of ficali
5/17/23 5/22/23	
5/17/23 5/22/23	
5/17/23 5/22/23	
igh Grass also tarps, broken, fence, debris 5/17/23 5/22/23	
Violation since 11/9/20, and High Grass 5/17/23 5/27/23	
5/17/23 5/22/23	
Occ. with violations, No unit registration 5/18/23 5/28/23	
igh Grass, and No Unit Reg. include 3017 Be 5/18/23 5/28/23	

PSC 7

568	Londonderry Drive	830	Residential Resources Inc.	High Grass	5/18/23	5/23/23	
569	Kerry Hill Drive	802	Scott E Weir	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/2
570	Maple Avenue	946	Mark D & Amy Helimann	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/23
571 I	Lebanon Ave	931	Donald G & Patricia L Daube	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/2
572	Lebanon Ave	936 Rear	Carmella Viviano	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/23
573	Park Avenue	929	Origen Ventures Kaitlyn Foy, Asset I	High Grass, and outstanding Occ. Violations	5/18/23	5/23/23	0, 10,20
574	Cooke Drive		Matthew Armstong	High Grass	5/18/23	5/23/23	
575	Milton Road	1022	Larry J & Maria J Worstell	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/23
576	Willow Avenue	4212	Joshua James Staley	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/23
577	Thornwood Drive	1046	Gregory H & Diane Valley	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/23
578	Hastie Road	1021	Marjorie Boyd	Garbage out before 6:00 Pm	5/18/23	5/19/23	5/19/23
579	Shady Run Avenue	1220	Safaa Jawad Alsaeedi	2022 Ford Bronco on the front lawn, No Occupancy	5/18/23	5/28/23	0/10/20
580	Shady Run Avenue	1211	B	2015 Black Kia parking on grass	5/18/23	5/19/23	

### CASTLE SHANNON BOROUGH ZONING ORDINANCE AUDIT

May 11, 2023 Denny Puko, Planning Consultant LLC

### INTRODUCTION

Castle Shannon Borough engaged Denny Puko, Planning Consultant LLC to perform an audit of the borough's zoning ordinance. The purpose was to identify recommendations for changing, updating, and strengthening the ordinance.

Work included an evaluation of:

- Consistency of the ordinance with the PA Municipalities Planning Code and case law.
- Unclear and conflicting provisions.
- Regulatory gaps and weak spots.
- Regulations and processes that are low in value and lacking in purpose and which present barriers to desired development.
- Adequacy of regulations to address emerging zoning issues and uses.
- Opportunities to incorporate current zoning best practices and innovations.

Work also included a joint work session of borough staff, planning commission, and zoning hearing board to identify regulatory problem areas and deficiencies and any administrative issues.

This report identifies significant and select zoning ordinance matters worthy of attention. It does not identify all matters which the borough should consider. An appropriate next step would be to comprehensively update the ten-year-old zoning ordinance. A professional planning consultant should be hired to lead the borough through a more thorough consideration of desired and needed revisions.

Some comments and recommendations deal with legal issues. While the consultant is knowledgeable in the PA Municipalities Planning Code and case law, he is not a qualified attorney. The borough should review recommendations with and rely on the legal advice of its solicitor.

### SUMMARY

The zoning ordinance is generally thorough and detailed. Regulatory provisions are for the most part fully articulated. The ordinance has an extensive list of definitions. Little is left to question. However, that means the ordinance is lengthy, 147 pages. Length can inhibit ease of use and administration. An ordinance update could consider reducing superfluous and non-value-adding language.

CASTLE SHANNON BOROUGH ZONING ORDINANCE AUDIT

PAGE 1

Zoning districts are generally suitable. However, it is time to update the comprehensive plan that provides the objectives for the ordinance, and reconsider the districts, permitted uses, and map. Current districts mostly follow a traditional approach segregating uses into distinct residential, commercial, and industrial zones. An updated comprehensive plan should consider creating zones that offer more mix of uses and are based on the form and character of development in addition to uses.

The zoning ordinance is largely consistent with statutory authority – the PA Municipalities Planning Code – and case law. There are few and minor exceptions. They are identified later in the audit.

The zoning ordinance does not have major problem areas for administration. Processes for permits and approvals are fairly standard and reasonable. Borough staff indicated it can effectively administer the regulations in the ordinance. The borough zoning hearing board indicated there are no regulations that are a source of chronic requests for variances.

### **ZONING ORDINANCE OBJECTIVES**

Zoning regulations should be designed to accomplish meaningful objectives. There should not be rules for rules' sake. The Municipalities Planning Code says a zoning ordinance should be based on community development objectives. A court will question the objectives of a regulatory provision if challenged.

Castle Shannon's zoning ordinance provides community development objectives primarily by reference to a borough comprehensive plan. However, the references are outdated. The ordinance refers to a 1963 comprehensive plan and 1988 and 1996 updates. All are outdated. Borough staff noted the plan was updated in 2006 and 2016, but those updates are not referenced in the ordinance and not found online.

### Recommendations:

- In the short term the borough could review the 2016 comprehensive plan update to ensure it provides relevant objectives for zoning, and add a reference to it in the ordinance by text amendment. With that, the borough should post the 2016 plan online.
- Also, the borough should initiate update of its comprehensive plan to define the next generation of community development objectives, and follow that work with a comprehensive update of the zoning ordinance to address updated objectives.

### **DEFINITIONS**

The zoning ordinance has an extensive and comprehensive set of definitions, covering 32 pages. Ordinance definitions are consistent and typically verbatim with the Municipalities Planning Code.

### Recommendation:

• Terms that stand out as needing review are building setback line, existing building line, and front lot line, and how those are applied for a corner lot. Revisions for consistency and clarity may be in order.

CASTLE SHANNON BOROUGH ZONING ORDINANCE AUDIT

PAGE 2

### ZONING DISTRICTS AND PERMITTED USES

### General comment – conditional uses

A disproportionate number of uses are permitted only as conditional uses. Conditional uses require an extra layer of review and approval. For each application there must be a review by the borough planning commission, a hearing, and a decision by borough council. Approval may come with additional conditions attached. The extra review layer adds administrative burden for the borough. It adds time, cost, and unpredictability for applicants.

Uses which can cause impacts needing additional review to protect the public interest are appropriately designated conditional uses. Examples in the borough ordinance are: adult businesses; kennels and doggie day cares; and gas wells. Uses which are customarily appropriate for zoning districts do not need to be designated conditional uses. Examples in the borough ordinance of uses that are, but likely do not need to be, conditional uses are: business offices in C zones; personal service businesses in C zones; museums in C zones; and most multi-family residential uses in the R-3 zone.

### Recommendations:

- The borough should review conditional uses and consider redesignating to uses by right those that do not pass the "impacts needing additional review" test.
- In updating the planning and the ordinance, the borough should reconsider the criteria which each conditional use must meet.

(Note: The borough planning commission did not concur with the consultant's opinion. Commission members indicated belief that the ordinance has appropriate conditional uses, that conditional uses provide opportunity for additional valuable input, and that the extra time and cost is minimal and not an obstacle to applicants.)

### General comment – savings clause

The zoning ordinance needs a better "savings clause" for uses not listed. Most zoning ordinances have a savings clause to protect the municipality from exclusionary zoning challenges. Pennsylvania court doctrine says a zoning ordinance must allow in some zoning district in the municipality all otherwise lawful uses. Yet, it is practically impossible for a zoning ordinance to list every conceivable use.

Castle Shannon's ordinance states that any "use not listed" is only permitted as a conditional use in the I district. As such, any unforeseen, unlisted uses of a residential, business, or institutional nature can be permitted only in the I district. A common savings clause in other municipalities' zoning ordinances states that a use not listed may be permitted, typically as a special exception use granted by the zoning hearing board, in a zoning district if it is similar to and not more objectional to a listed permitted use in the same district.

### Recommendation:

• The borough should revise the savings clause for uses not listed.

DXC 11

### R-1 Single-Family Residential District

The R-1 zoning district is generally suitable for its purpose. It permits single-family dwellings, schools, churches, B&Bs, home day care, and municipal facilities which can include parks and recreation facilities.

### Recommendations:

• Many existing lots in R-1 are nonconforming, i.e. less than the required minimum 7,500 sq. ft. and 60' width. Nonconformity inhibits development of vacant lots and expansion of existing lawful uses. The borough should reduce the minimum lot area and width to accommodate the majority of lots in R-1.

### R-P Planned Residential Development District

The R-P district exists to accommodate a unique type of development known as a PRD, planned residential development. It is not common to widespread use. Only one small area in the borough is zoned R-P. However, PRD affords a useful, flexible, creative development opportunity for planned development of larger parcels where appropriate.

### Recommendations:

- The zoning ordinance subjects a PRD to triplicate approvals. A PRD application, as required by the Municipalities Planning Code, must obtain tentative plan approval, involving planning commission review and a hearing, and final plan approval. Uses in a PRD must also obtain conditional use approval involving planning commission review and a hearing. And, since there are no open areas in the borough zoned R-P, a PRD must obtain rezoning approval involving planning commission review and a public hearing. The conditional use designation should be removed, and a PRD and its uses should be subject to only tentative and final plan approval. The borough should also consider eliminating the R-P zoning district and establishing PRD as a use permitted in the R-3 and possibly other residential districts subject, as required, to tentative and final plan approvals.
- There is an error in the PRD procedure outline in §401 F. 3. c). It says the planning commission approves a tentative plan. The borough council actually approves a tentative plan as prescribed in §401 F. 6. a).
- The zoning ordinance interchangeably uses the terms tentative and preliminary plan. This is not a fatal flaw, but, to be consistent with the Municipalities Planning Code, the term tentative plan should be used.

### Commercial zoning districts

The zoning ordinance provides two commercial zoning districts: C-1 General Commercial District designed for Route 88 and other busy streets; and C-2 Central Commercial District designed for Castle Shannon's central business district. Both permit a variety of business uses.

PAC 12

### Recommendations:

- Some lot and yard standards (Table 4, page 44) appear to be reversed. Lot coverage C-1 80%, C-2 50% for primary buildings. Rear yard C-1 no minimum, C-2 20 feet plus more for higher buildings. C-2 should have the denser standard.
- C-2 permits uses that, from a best-practice standpoint, are typically not desirable for a central business district. Examples are service station, vehicle sales and service, outside mini-storage, drive-through restaurant, and kennel. C-2 does not permit multi-family residential uses which are typically desirable for upper floors in central business district buildings. In updating the comprehensive plan, the borough should reconsider the vision and objectives for a central business district, then consider the above and similar changes in permitted uses for C-2.
- C-2 is the only zoning district in the permitted uses table that permits adult uses. The borough staff and planning commission indicated that this is an error. Adult uses should be permitted only in the I district. The borough should amend the ordinance ASAP to correct the error.

### Conditional uses

In addition to the general comment on the disproportionate number of conditional uses, below are specific comments and recommendations.

- §501 A. says borough council has the power to approve conditional uses at a public hearing. Technical changes should be made. Approval action should occur at a public meeting, not at the hearing. And, borough council must conduct a "hearing" not a "public hearing". (The two terms are different. See page 7.)
- General criteria in §501 C. & D. should be reviewed. Some may be inappropriate or vague. One is the requirement for consistency with the comprehensive plan. The fact that the zoning ordinance permits the conditional use is indicative that the use is consistent with the comprehensive plan and its objectives. Further, courts resist applying comprehensive plan findings or recommendations for regulatory purposes because the comprehensive plan is not a regulatory document. Another is "notification of abutting property owners". Neither the Municipalities Planning Code nor the zoning ordinance requires the applicant or borough to notify abutting property owners of a conditional use application.
- §502.6 sets criteria for single-family dwellings. Hopefully it is understood to apply only to PRDs and the R-P district, the only district where single-family dwellings are designated as a conditional use. Criteria A. & D. should be made applicable to a PRD overall and not to individual single-family dwellings.
- §502.8 H. says a duplex, where permitted as a conditional use in R-3 and R-P, must have access to a collector or arterial street. As an accepted practice, duplexes in higher-density zoning districts are suitable also on local streets. The borough should consider that change.
- §502.10 sets criteria for a low-impact home-based business, a separate use different than a no-impact home-based business, but it is not listed under any zoning district on the permitted uses table. It should be added to appropriate district(s) on the table.
- Criteria for adult businesses in §503.1 are generally consistent with legal standards. One
  criterion could be considered for change. It requires adult uses to be located no closer
  than 150 feet to sensitive uses such as residential zoning districts, churches, and schools.

PLC 13 PAGES

- Ordinances of other municipalities commonly require separation distances of 500-750 feet, even as high as 1,000 feet.
- §503.20 prescribes criteria for junkyards. However, junkyards are not indicated in the permitted uses table as permitted in any zoning district. The ordinance should be amended to permit junkyards in a zoning district, likely the I district.
- The nature of telecommunications facilities has changed since the zoning ordinance was updated in 2013. §503.5 is likely in need of review and revision to more current practices and standards.
- §503.31 A. 1. says off-premise signs may only be permitted along streets classified as other principal arterial or higher in the Allegheny County comprehensive plan. The county plan is due for an update. The update may or may not designate road classifications as in the current plan. It would be wise to designate road classifications in the borough comprehensive plan update and rely on those instead for zoning purposes.

### Accessory uses

§203 E. contains requirements for accessory structures. It specifies that an accessory building shall not exceed 150 sq. ft. and shall not be used for garage purposes. Yet, the definition of accessory building/structure includes a garage.

### Recommendation:

Language in §203 should be revised to address this conflict.

### OTHER REQUIREMENTS

### **Parking**

Parking provisions appear sound and reasonable. They include current best practices for shared parking and maximum parking.

### Recommendations:

- §601 B. requires off-street parking for single-family and two-family dwellings to be provided by a garage or carport. §601 C. requires at least 50% of parking spaces for multi-family dwellings to be totally enclosed. The borough should reconsider if such uncommonly strict standards are needed.
- The borough should consider adding access management provisions to §601 G. Examples to consider are one driveway per property, joint driveways, cross access, and corner clearances greater than 75' currently specified in the ordinance.

### Signs

Sign regulations appear sound and reasonable. They follow a more current practice of basing permitted signs on the amount of street frontage of the property, and permitting signs per occupancy instead of per property.

PXC 14

### Recommendations:

- §701 D. 3. says banners, etc. are prohibited except as allowed in §701(10). There is no such subsection in the ordinance. That reference should either be deleted or an appropriate reference found or added to the ordinance.
- §701 D. 7. says painted wall signs are prohibited. Since painted wall murals are popular building features, the borough should consider adding language, consistent with current court doctrine, to distinguish a wall sign from wall art in order to clearly permit wall art where appropriate.

### **Nonconformities**

Provisions for nonconforming uses, structures, and lots in the borough zoning ordinance are minimal. Additional provisions would be valuable to strengthen the ordinance.

### Recommendations:

- §802 B. should be revised to allow expansion of nonconforming uses consistent with the "natural expansion" doctrine embraced by Pennsylvania courts. A revised provision could require zoning hearing board approval for expansion, or permit a set percentage of expansion (10%, 25%) by right and greater expansion only by zoning hearing board approval.
- §802 B. should be further revised to specify that presumptive abandonment occurs, as embraced by Pennsylvania courts, upon actual abandonment plus intent to abandon.
- §802 should address if a nonconforming structure or use may be reestablished if it is destroyed by fire, storm, or similar means. Zoning ordinances commonly permit reestablishment of a structure on the same footprint, and the same use.

### **ADMINISTRATION**

Administrative provisions in the zoning ordinance are generally appropriate and consistent with the Municipalities Planning Code. Some fine tuning would be appropriate with the help of a consultant with expertise in the Municipalities Planning Code and zoning administration.

### Recommendation:

• One specific recommendation is to remove reference in §1002 E. to a building inspector. Roles for receiving zoning applications, collecting related fees, and keeping zoning records should be assigned to the zoning officer.

### MPC CONSISTENCY

There are a few provisions in the zoning ordinance that are not consistent with the Municipalities Planning Code and should be changed.

### Recommendations:

• Changes should be made to appropriately address where hearings and public hearings are required in accord with the Municipalities Planning Code. Hearing and public hearing are different legal terms applicable in different administrative processes.

CASTLE SHANNON BOROUGH ZONING ORDINANCE AUDIT

PAGE 7

- The zoning ordinance definition of no-impact home-based business has a criterion not included in the Municipalities Planning Code definition: "No on-site parking of commercially identified vehicles shall be permitted." It should be removed from the zoning ordinance definition. Denying a no-impact home-based business in a residential zone because the applicant proposed to park a commercially identified vehicle on site likely would not withstand a challenge.
- §601 G. 3. gives the borough planning commission and borough council authority to determine if ingress and egress to off-street parking is safe. The zoning ordinance should specify that such authority exists for designated conditional uses. For uses permitted by right, the zoning officer has authority to make determinations for compliance with ordinance provisions.
- §701 N. 1. says the zoning officer is authorized to "promulgate regulations" for processing and enforcement of sign permits. This is beyond statutory authority. The zoning officer may prepare forms and set some administrative procedures, but only borough council has statutory authority to enact regulations.

### OPPORTUNITIES FOR IMPROVEMENT

At the work session, borough staff, planning commission, and zoning hearing board identified short term rentals (Airbnb, Vrbo) as the matter most needing to be addressed in the zoning ordinance. The ordinance does not identify and regulate short term rentals as a distinct use. Pennsylvania courts have invalidated other municipalities' attempts to regulate short term rentals as hotels, motels, B&Bs, or boarding homes.

### Recommendations:

- If the borough has concerns about short term rentals and their locations and impacts, the zoning ordinance should be amended to identify them as a distinct use and provide regulations specifying in which zones they may be permitted and addressing health, safety, and neighborhood impacts. Attached as an appendix to this report is a sample of short term rental regulations.
- In addition, the borough should amend the zoning ordinance definition of "family". In the Slice of Life case, the PA Supreme Court ruled the presence of the phrase "single housekeeping unit" in the definition of family is key to denying transient use of single-family dwellings as short term rentals.

The borough staff, planning commission, and zoning hearing board identified other matters not addressed in the current zoning ordinance: pop-up (i.e. temporary) business and other establishments, hookah bars, and CBD product vending machines. The first two can be identified as distinct uses and there are examples of regulations in other municipalities' zoning ordinances. (Hookah bars have been put in a broader smokers' lounge use with cigar bars, e-cigarette lounges, and vaping lounges.) The third matter would likely present legal challenges to try to regulate through zoning.

Zoning ordinances are increasingly incorporating form and character standards. "Form-based regulations" as these are known emphasize the importance of the "form" of development (scale, placement, features) in establishing compatibility with the neighborhood.

CASTLE SHANNON BOROUGH ZONING ORDINANCE AUDIT

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### Recommendation:

• In updating the comprehensive plan then the zoning ordinance, the borough should consider if implementation of form and character standards would benefit any areas of the borough. The central business district is a likely candidate. Examples of form-based standards in central business districts include requirements for windows along street fronts, front-facing main entrances, rear or side off-street parking, two-story minimum building height, and preference for projecting and wall signs.

Zoning ordinances are also increasingly incorporating sustainability standards. The borough's current ordinance does, for example, permit solar and wind energy systems as accessory uses. Another matter that can be incorporated into zoning, if not addressed in the stormwater or subdivision ordinances, are low-impact and green stormwater practices.

DENNY PUKO, PLANNING CONSULTANT LLC

dennypuko@dpukoplanning.com 412.526.0941 20 Jaycee Drive Pittsburgh, PA 15243

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# APPENDIX SAMPLE ZONING REGULATIONS FOR SHORT TERM RENTALS

Below are sample zoning regulations for short term rentals. They include an extensive variety of regulations found in zoning ordinances of Pennsylvania municipalities. The sample should be considered a menu of options rather than a specific recommendation for enactment.

Short-term rental – Any dwelling unit owned or managed by a person, firm or corporation which is used for overnight lodging and rented or leased for periods of less than 30 consecutive days.

The commencement of short-term rental activity of a dwelling unit shall be considered a change in use of the property, and the short-term rental shall be permitted only as a conditional use/special exception use in certain zoning districts as specified in this ordinance, provided it will meet the following standards:

- A. Occupancy of a short-term rental shall be limited to no more than two (2) persons per bedroom plus four (4) additional persons, or a maximum of fourteen (14) occupants, whichever is less.
- B. The maximum number of day guests allowed at any one time, in addition to the occupants, shall be seventy-five percent (75%) for the maximum permitted occupancy of the short-term rental.
- C. Outdoor parking for occupants and day guests shall be limited to available parking areas on the short-term rental property. In no event shall parking for short-term rental tenants include spaces in any public street right-of-way or on any lawns or vegetated areas. A maximum of one car per bedroom is permitted for any short-term rental unit.
- D. A short-term rental property shall not have any outside appearance indicating a change of use from the surrounding residential uses.
- E. Neither short-term rental occupants nor guests shall engage in disorderly conduct or disturb the peace and quiet of any nearby neighborhood or person by loud, unusual or excessive noise, by tumultuous or offensive conduct, public indecency, threatening, traducing, quarreling, challenging to fight, or fighting, or creating a dangerous or physically offensive condition.
- F. The property owner must designate a local property representative who shall be available 24 hours per day, seven days per week, for the purpose of: (a) responding within one hour to complaints regarding the condition, operation, or conduct of occupants of the short-term rental; and (b) taking remedial action to resolve any such complaints. The name, address, and telephone contact number of the property owner and the local property representative shall be kept on file at the Township.
- G. Overnight occupancy of recreational vehicles, camper trailers, and tents at the property where the short-term rental is located shall not be allowed. Outdoor overnight sleeping of occupants or guests of the short-term rental is prohibited.
- H. A short-term rental may not be used for a purpose other than or not incidental to its use for overnight lodging. This restriction includes using the rental for a wedding, banquet, reception, bachelor or bachelorette party, concert, fundraiser, sponsored event, or any similar group activity.

CASTLE SHANNON BOROUGH ZONING ORDINANCE AUDIT

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- I. No outdoor advertising signs related to the rental dwelling shall be allowed on the site.
- J. The property owner shall maintain on file at the Township an up-to-date certificate of insurance documenting that the dwelling is insured as a short-term or vacation rental.
- K. All short-term rentals shall have a clearly visible and legible notice posted within the dwelling unit on or adjacent to the front door containing the following information:
  - 1. The name of the local property representative and a telephone number at which that party can be reached on a 24-hour basis.
  - 2. The 911 address of the property.
  - 3. The maximum number of occupants permitted to stay in the dwelling unit and the maximum number of day guests permitted at any one time.
  - 4. The maximum number of all vehicles allowed to be on the property and the requirement that all guest parking must be parked in the available parking areas on the property and not in or along any private, community or public street right-of-way or on any lawn or vegetated area on the property.
  - 5. The trash pick-up day and notification that trash and refuse shall not be left or stored on the exterior of the property.
- L. All short-term rentals shall be equipped with the following:
  - 1. Smoke detectors in each bedroom.
  - 2. Smoke and carbon monoxide detectors outside each bedroom in common hallways.
  - 3. Smoke and carbon monoxide detectors on each floor.
  - 4. GFI outlets for outlets located within six (6) feet of water source.
  - 5. Aluminum or metal exhaust from dryer.
  - 6. Fire extinguisher in kitchen conspicuously located.
  - 7. Stairs (indoor and outdoor) in good condition.
  - 8. Swimming pools, hot tubs and spas must meet the barrier requirements as indicated in the Pennsylvania Uniform Construction Code.

P+C19

#### **MEMORANDUM OF UNDERSTANDING (MOU)**

Between the Borough of Castle Shannon and Pennsylvania Solar Center for partnership on the

#### **GET SOLAR-CONNECT PROGRAM**

This document describes the agreed-upon responsibilities and expectations between the Borough of Castle Shannon [MUNICIPALITY], with offices located at 3310 McRoberts Road, Castle Shannon, PA 15234, and Pennsylvania Solar Center [PA SOLAR], a nonprofit 501(c)(3) organization with offices located at 1435 Bedford Avenue, Suite 140, Pittsburgh, PA 15219 to collaborate on technical assistance through PA SOLAR's GET Solar Program [PROGRAM] with partnership with CONNECT to help MUNICIPALITY explore solar for use on their own properties located within the geographic boundaries of MUNICIPALITY.

Under this agreement, MUNICIPALITY and PA SOLAR mutually agree to:

- Collect and share relevant information between the organizations to enable PA SOLAR to create a well-informed estimate and bids from qualified solar developers for MUNICIPALITY that provides MUNICIPALITY the opportunity to make an educated decision about if, and how, they chose to move forward with a solar installation;
- Meet on a regular basis as outlined in the Request for Application (RFA) to review strategy and results;
- Work towards the goal of installing a minimum of one solar project on a MUNICIPAL-owned property.

#### Under this agreement, MUNICIPALITY agrees to:

- Abide by the timeline and scope of work that is agreed upon at the beginning of the PROGRAM in the RFA;
- Provide PA SOLAR with all the necessary documents necessary to create a transparent and fair bidding process, including but not limited to electric bills, maps and surveys of land designated for ground mount systems, existing structural and electrical drawings or for buildings, pictures of electrical service infrastructure;
- Be present and onsite during the pre-bid meeting with interested developers to take them on a tour of the facilities;
- Provide PA SOLAR with a either a decision to move forward into the contract phase with a selected developer or with a NO-GO decision within two months of receiving the bids from developers and the proposal analysis from the GET Solar Team;
- Only work within the GET Solar process to acquire bids for the project. If
  MUNICIPALITY chooses to get additional bids outside of the original bidding process,
  MUNICIPALITY chooses to do so without support from the GET Solar Team. At that
  point, the GET Solar Team is under no obligation to continue providing support and
  assistance. PA SOLAR is committed to running a fair and unbiased bidding process
  with the municipality and with quality developers. This provision is necessary to
  preserve the integrity of the PROGRAM;
- Agrees to not communicate directly with developers during the bidding process in order to preserve an unbiased and fair bidding process;
- Include PA SOLAR and CONNECT on all media and press communications, including social media and press releases for all solar projects in MUNICIPALITY that have

materialized as result of the PROGRAM that includes PA SOLAR as the provider of technical assistance, when referencing technical assistance through the program.

### Under this agreement, PA SOLAR agrees to:

- Provide MUNICIPALITY with regular updates on the progress of projects and report on the activities and results until the end of the agreement term;
- Provide preliminary solar feasibility analysis for all potential solar property in the
  application, including estimates of the cost to purchase the solar system as well as
  information regarding potentially-available tax credits or refunds available from the
  federal government, state or other sources, as known by PA SOLAR;
- Meet virtually with MUNICIPALITY representatives to explain the process and benefits of going solar, gather needed information and documentation, detail the benefits and obstacles of going solar at specific sites, review the feasibility analysis, and provide recommendations for moving forward;
- Issue a request for proposal (RFP) on behalf of MUNICIPALITY and/or a group of MUNICIPALITIES in the program to identify qualified developers. The RFP and RFP process will be reviewed in advance with MUNICIPALITY and not released without full permission of the MUNICIPALITY. Alternatively, MUNICIPALITY may choose to issue the RFP on their own behalf with assistance of PA SOLAR, but any bidding process will also include PA SOLAR AND CONNECT's names and description that the RFP is part of PROGRAM through PA SOLAR AND CONNECT;
- PA SOLAR will review proposals received from solar contractors, review options for financing for each potential solar project, and assist MUNICIPALITY with the selection of a qualified solar contractor for the design & construction of the project. NOTE: PA SOLAR will not advise MUNICIPALITY on the actual selection but will provide objective information about the proposals so that MUNICIPALITY may make an informed decision;
- Obtain prior approval from MUNICIPALITY when using MUNICIPALITY name on any public or media communications that reference the involvement of the PROGRAM for which PA SOLAR may be involved to provide technical assistance;
- Provide communications support via PA SOLAR communications consultant as approved by PA SOLAR.

#### FEES:

- The MUNICIPALITY will not be charged a fee to participate in the PROGRAM;
- PA SOLAR will collect \$0.02/watt from solar developers for the total solar capacity of all contracts for projects that were signed as a result of the PROGRAM. (This provision is transparent and included in all RFPs issued under the PROGRAM.)

#### **Agreement Term:**

This MOU will be valid from the time of signature, with the agreement for services beginning May 22, 2023 and ending on September 29, 2023.

#### Termination:

This MOU may be modified, amended or extended upon the agreement of all parties involved. Failure to honor any of the obligations stated above may also result in the

MURZ

termination of this Agreement by either party. The terms of the MOU may be terminated by either party with 30 days-notice in writing.

MUNICIPALITY		
NAME		
TITLE AND ORGANIZATION		
DATE		
PA SOLAR CENTER		
NAME		
TITLE AND ORGANIZATION		
DATE		



## **2023 DORMONT DASH**



- ☐ **TITLE Sponsor: \$1,500** (One Available)
  - o Company logo on Dormont Dash Finisher Medal ribbon
  - o Company logo on Dormont Dash Race Bib
  - Company name prominently displayed on banners at the race
  - Sponsor Logo (clickable to your website) prominently displayed throughout event website, including Results page
  - 2 Dedicated Social Media "thank you" post with link to your website
  - Newsletter advertisement
  - 5 complimentary race registrations



- o Sponsor Logo (clickable to your website) prominently displayed throughout event website
- o Company name displayed on banners posted at the race
- o 2 Dedicated Social Media "thank you" post with link to website
- o Newsletter advertisement
- 3 complimentary race registrations

#### ☐ SILVER SPONSOR: \$300

- Sponsor Logo (clickable to your website) prominently displayed throughout event website
- o 1 Dedicated Social Media "thank you" post with link to website
- 2 complimentary race registrations

#### ☐ ALTERNATIVE MONETARY DONATIONS

- If you prefer not to utilize one of the above sponsorship levels, but wish to support the event, please contact us to arrange an alternative monetary donation.
- Alternative monetary donations over \$50 in value will receive:
  - Recognition in a social media post
  - 1 race registration at a 50% discount

#### ☐ In-Kind Donations and Swag Bag

We are seeking a donor willing to supply race "swag bags" to hand out to all runners, which can be branded with your company logo

- Donations of race supplies such as company-branded giveaways, food, beverage, prizes, and services are always appreciated!
- Suggestions include bottled water, sports drinks, t-shirts, key chains, branded giveaway items, etc. Gift cards and other prizes which can be given away at the event
- Set up a booth at the race Please contact us to discuss options
- o In-kind donations over \$50 in value will receive:
  - Recognition in a social media post & 1 race registration at a 50% discount

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MOR 4



## **2023 DORMONT DASH**



## **SPONSORSHIP FORM**

Business Name (If Applicable):	 	_
Primary Contact Name:		
Email:		
Mailing Address:		
Phone:		_
Sponsorship Level:		
Title Sponsor (\$1,500)		
Gold Sponsor (\$600)		
Silver Sponsor (\$300)		
Other Amount: \$		
In-Kind Donation - Please specify:		3

For <u>priority placement</u>, please return form and payment as soon as possible and no later than June 12 to:

Borough of Dormont

Dormont Dash RE: Bethany Bachman

1444 Hillsdale Avenue

Pittsburgh, PA 15216

Sponsorships and donations will be accepted through August 25.

Logos will be added as quickly as possible to the website and social media

<u>facebook.com/DormontDash</u> <u>runsignup.com/Race/PA/Pittsburgh/DormontDash</u>

MGRS

<sup>\*</sup>Please email high-resolution logo to Beth Bachman at bbachman@boro.dormont.pa.us

<sup>\*\*</sup>Checks should be made out to the Borough of Dormont.



### **2023 DORMONT DASH**



May 12, 2023

Dear Business Owner and Community Member,

The Dormont Dash is back for another round in 2023 after a successful 2022 race! The Dormont Dash is a challenging, hilly 5K through the Borough of Dormont, and a decades-long South Hills tradition. In 2022, there were over 190 participants in the Dormont Dash which includes both a 5K and 1-mile fun run/walk, a record number that keep growing every year! Many family members, friends, and Dormont residents were positioned throughout the race to cheer on our runners & enjoy a great morning event.

We are excited to announce that the 2022 Dormont Dash raised \$4,000 for the Keystone Oaks Education Association to support the KOEA Memorial Scholarship Fund This scholarship fund has awarded more than \$38,000 over the past 15 years to graduating seniors at Keystone Oaks High School.

The 2023 race is scheduled for Sunday, September 10 at 8:00am. The race will be electronically chip timed and managed by GCXC Race Timing & Management.

We are now seeking Community Sponsors for the race who wish to offer monetary and in-kind donations for the event. If you are interested in supporting the race and prospective KOEA student scholarship recipients, please see enclosed a sponsorship form with this letter. If you have any ideas, thoughts, or questions, please feel free to reach out at either 412-561-8900 x227 or email BBachman@boro.dormont.pa.us.

Please see the back of this page for sponsorship levels and the last page for the actual sponsorship form. We appreciate your support of this event and the KOEA Memorial Scholarship Fund.

Sincerely,

**Dormont Dash Committee** 

Borough Representative:
Bethany Bachman, Community Manager
(412) 561-8900 x227
bbachman@boro.dormont.pa.us

Facebook Page: <u>facebook.com/DormontDash</u> <u>runsignup.com/Race/PA/Pittsburgh/DormontDash</u>

MORCO



#### **HEADQUARTERS IN CORAOPOLIS, PENNSYLVANIA**

MANAGING PRINCIPALS

Kevin A. Brett, P.E. Ned Mitrovich, P.E. Jason E. Stanton, P.E.

May 15, 2023

S. O. No. 253-

## VIA EMAIL ONLY (kstringent@csboro.org)

Ms. Katie M. Stringent, Borough Manager Borough of Castle Shannon 3310 McRoberts Road Castle Shannon, Pennsylvania 15234-2711

Subject:

Service Order Authorization

Sleepy Hollow Road and Killarney Drive Pedestrian Improvements

**Design and Construction Phase Services** 

Dear Ms. Stringent:

Lennon, Smith, Souleret Engineering, Inc. (LSSE) is pleased to provide this Service Order Authorization (SOA) for the Borough's consideration.

The scope of work generally follows the scope of work identified in the July 2022 Commonwealth Financing Authority (CFA) Multi-Modal grant application. Exhibits including Location Maps and LSSE's Opinion of Probable Construction Cost (OPC) dated July 2022 contained within the grant application are attached to this letter.

Notification of a grant award in the amount of \$159,000 was received from CFA in March 2023 and the executed grant agreement was forwarded to the Borough by email dated May 1, 2023.

As the application amount exceeded the grant award amount, it is our understanding the Sleepy Hollow scope of work is the Borough's priority area with the Killarney Drive project area being a secondary consideration.

Within this scope of work, LSSE proposes to design both the Sleepy Hollow scope of work as well as the Killarney Drive scope of work.

The initial bidding phase services will be for the Sleepy Hollow scope of work only. As part of the Killarney Drive scope of work, LSSE will coordinate with Duquesne Light on the borough's behalf to relocate the utility pole that currently bi-sects the Killarney Drive sidewalk.

Bidding of the Killarney Drive scope of work would be as a separate construction contract (upon authorization of the Borough) depending on the bid amounts of the Sleepy Hollow and grant budget remaining.

OFFICES IN: Allegheny, Beaver, Erie and Westmoreland Counties Pennsylvania; Franklin County, Ohio 150 Pleasant Drive, Suite 204 10560 Walnut Street 4534 Route 136. Suite 9 5980 Wild

846 Fourth Avenue Coraopolis, PA 15108 (412) 264-4400 Fax: (412) 264-1200 150 Pleasant Drive, Suite 204 Aliquippa, PA 15001

Aliquippa, PA 15001 Albion, PA 16401 (412) 264-4400 (814) 756-4384 Fax: (412) 264-1200 Fax: (814) 756-5638

4534 Route 136, Suite 9 Greensburg, PA 15601

Greensburg, PA 15601 Dublin, OH 43016 (724) 837-1057 (614) 395-1661 Fax: (412) 264-1200

MGR 7

5980 Wilcox Place, Suite J

Ms. Katie M. Stringent, Borough Manager Borough of Castle Shannon May 15, 2023 Page 2

Our proposed scope of work includes tasks identified in the attached Design Project Terms and Conditions and the SOA form attached.

LSSE appreciates the opportunity to be of continued service to Castle Shannon Borough. Approval of the SOA and receipt of the attached signed form will serve as our Notice to Proceed.

Should you have any questions or require additional information, please contact me directly.

Sincerely,

Jason E. Stanton, P.E. Managing Principal

JES:aeg

Attachments

M628

		Fee Basis	<b>Estimate</b>	
Service Order Number:	253-			
Description:	Description: Sleepy Hollow Road and Killarney Drive Pedestrian Improvements Design and Construction Phase Services			
Scope of Services and Basis of	Supplemental Topographic Survey and Base Mapping (Both Work Areas)	Per Diem	\$ 4,900.00	
Compensation:	2. Design (Both Work Areas)	Per Diem	\$ 13,900.00	
	3. Bidding Phase Services (Sleepy Hollow Work Area)	Per Diem	\$ 5,900.00	
	4. Bidding Phase Services (Killarney Drive Work Area)	Per Diem	\$ 5,900.00	
	5. Permitting Services (Both Work Areas)	Per Diem	\$ 3,900.00	
	6. Grant Funding Support (as required on an as requested basis)	Per Diem	\$ 2,900.00	
	7. General Project Services (Both Work Areas) (1)	Per Diem	\$ 5,900.00	
	8. Resident Project Representative (Both Work Areas) (1)	Per Diem	\$ 12,900.00	
	TOTAL		\$ 56,200.00	

<sup>(1)</sup> Assumes one-month construction schedule.

NOTE: Reimbursable expenses are not included in the cost. Reimbursable expenses will be billed at cost plus 10% and include copies, mileage and reproduction.

I, Katie M. Stringent, Manager, authorize LSSE to proceed with the Engineering Services listed above, in accordance with the Terms and Conditions of the Engineering Services Agreement executed by the Borough and the attached Design Terms and Conditions.

Katie M. Stringent, Manager Borough of Castle Shannon	
Date	

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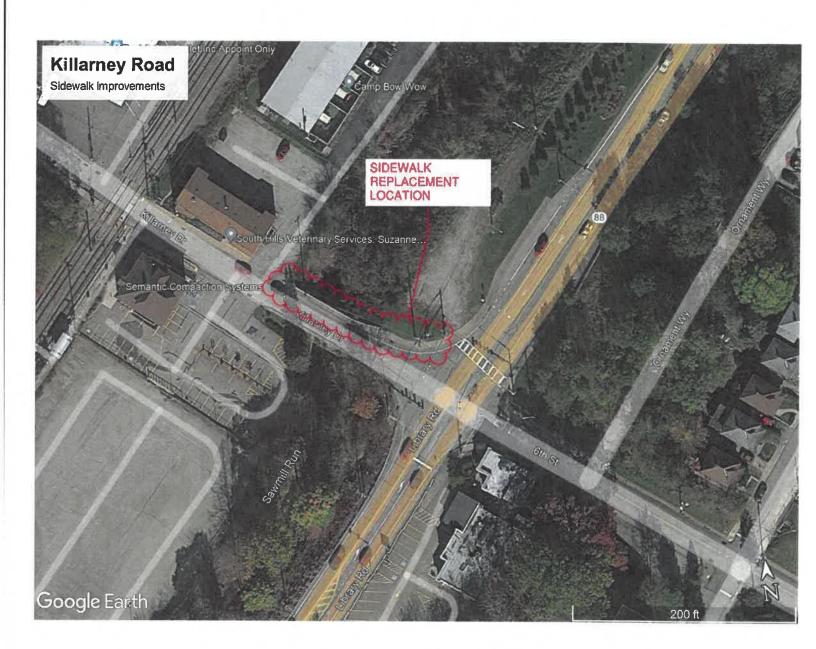
#### PRELIMINARY OPINION OF PROBABLE COST

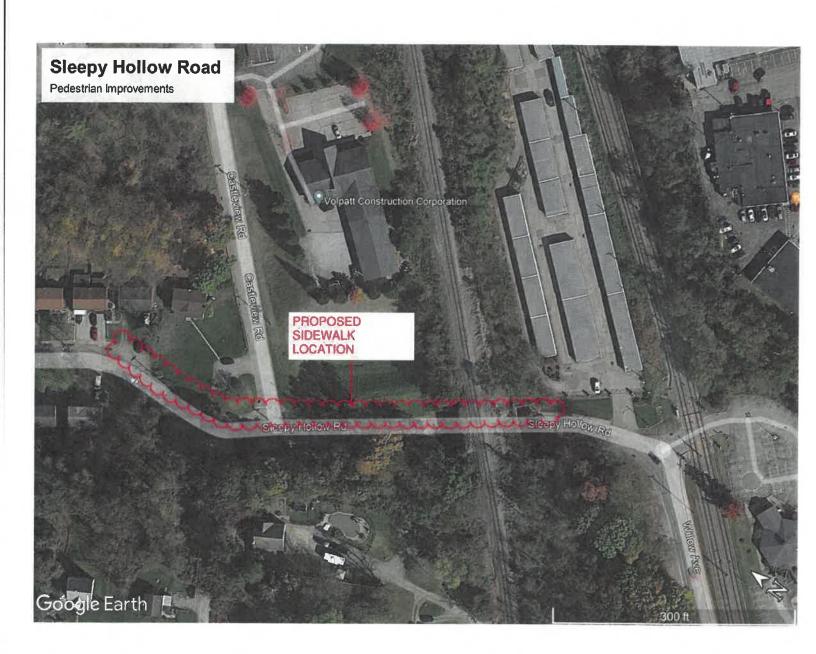
## Borough of Castle Shannon Borough Wide Pedestrian Improvements

Prepared by: Lennon, Smith, Souleret Engineering, Inc. Dated: July 2022

ITEM		ESTIMATED		UNIT	TOTAL
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	PRICE
	Sleepy Hollow S	idewalk			
1	Earthwork and Grading	1	LS	\$30,000.00	\$30,00
	Concrete Sidewalk (4" Depth), Reinforced including Demolition,				
	Excavation, 4" AASHTO No. 57 Aggregate Subbase (as directed)			1	
2		2,500	SF	\$20.00	\$50,00
	Curb Cut Ramps - ADA Compliant, including Demolition,				
	Excavation, 4" AASHTO No. 57 Aggregate, Concrete Curb,				
	Cheekwalls, Sidewalk and Detectable Warning Surface as per				
3	Detail, including Restoration	4	EA	\$4,000.00	\$16,00
4	Bituminous Roadway / Driveway Adjustment	200	SY	\$200.00	\$40,000
5	Bituminous Wedge Curb, 5" x 12"	300	LF	\$7.00	\$2,100
6	Location of Existing Underground Utilities	1	LS	\$2,500.00	\$2,500
7	Maintenance and Protection of Traffic	1	LS	\$7,500.00	\$7,50
8	Erosion and Sedimentation Controls	1	LS	\$5,000.00	\$5,000
	Killarney Side	walk			
	Remove and Replace Inlet Box with Type M Inlet and Bike Safe				
1	Grate	1	EA	\$5,500.00	\$5,50
2	Crack Sealing	1	LS	\$2,500.00	\$2,500
3	Bridge Structure - Concrete Repairs	1	LS	\$12,000.00	\$12,000
4	Mowing and Removal of Vegetation	1	LS	\$500.00	\$500
5	Rip Rap	75	SY	\$65.00	\$4,87
6	Strong Post Guiderail	45	LF	\$75.00	\$3,375
7	Terminal End Sections	2	EA	\$50.00	\$100
8	Removal and Replacement of Concrete Sidewalk with Curb	450	SF	\$20.00	\$9,000
	Smith Road B	ridge			
1	Demolition of Existing Bridge	1	EA	\$25,000.00	\$25,000
2	Fiberglass Pedestrian Bridge	1	EA	\$75,000.00	\$75,000
	Reinforced Concrete Bridge Abutments - Complete In-Place,				0.0,000
	including Reinforced Concrete Foundation and Walk Support Wall				
3	at Both Bridge Abutments	1	LS	\$65,000.00	\$65,000
	Soldier Beam and Concrete Lagging Retaining Wall Construction				400,000
	includes Removal of Existing Concrete Caisson Foundation				
4	includes Removal of Existing Concrete Caisson Foundation	50	LF	\$1,200.00	\$60.000
	Installation of Gabion Baskets including All Excavation, Geogrid,				****
	Class II Fabric, Gabion Stone Fill (No Slag), Riprap and Stone				
5	Backfill	30	CY	\$400.00	\$12,000
6	Erosion and Sedimentation Controls	1	LS	\$25,000.00	\$25,000
			uction Subtotal	\$452,950	
		2% Administration 5% Contingency			
					\$7,300
				% Engineering	\$22,600 \$36,500
				OJECT TOTAL	
	l l		rkt	MECT TOTAL	\$519,350

TOTAL PROJECT COST	\$519,350
FUNDS REQUESTED	\$365,000
LOCAL FUNDING	\$154,350
% MATCHING FUNDS	30%





M6212

#### **DESIGN PROJECT TERMS AND CONDITIONS**

#### **Project Description**

The construction scope of work of this project was generally identified in the LSSE letter dated May 15, 2023.

Following is a general description for each LSSE task:

- Task 1: Supplemental Topographic Survey and Base Mapping (Both Work Areas) –LSSE will provide supplemental field topographical surveys as required to prepare construction drawings as described in Section 2.2 below. Task also includes formatting of base mapping (date of photograph is February 15, 2006) and importation of supplemental topographic information as required to prepare construction drawings as described in Section 2.2 below. Court house research required establishing right-of-way and/or property information, property plotting and Road Right-of-Way Plat plotting are also included in this task. LSSE will prepare preliminary and final Pennsylvania One Calls in accordance with PA One Call requirements.
- <u>Task 2: Design (Both Work Areas)</u> Preparation of construction drawings, contract documents and technical specifications as described in Section 1 below. It is presumed that all work will be located in Borough rights-of-ways.
- <u>Task 3: Bidding Phase Services (Sleepy Hollow Work Area)</u> Provide bidding phase services described in Section 1.3 below.
- <u>Task 4: Bidding Phase Services (Killarney Work Area)</u> Provide bidding phase services described in Section 1.3 below.
- <u>Task 5: Permitting Services (Both Work Areas)</u> LSSE to provide permitting services including preparation of an Erosion and Sedimentation Control Plan. Permit application fees as may be required are the responsibility of the Owner.
- <u>Task 6:</u> Grant Funding Support (As required on an as requested basis) LSSE will provide grant funding support on an as-needed, as requested basis coordinating with the Borough Manager.
- <u>Task 7: General Project Services During Construction</u> Provide construction phase professional services described in Section 1.4 below.
- <u>Task 8: Resident Project Representative Services</u> Provide resident project representative services during construction as described in Section 2 below and in the Duties and Responsibilities of the Resident Project Representative description contained in the annual Engineering Services agreement.

#### **Engineers Services:**

The Engineers Services on this Project are fully described as follows:

#### Section 1 - Scope of Work

The **ENGINEER** will perform engineering services for the preparation of the design in accordance with the requirements set forth as follows:

- 1.1 The **ENGINEER** will consult the **OWNER** concerning the necessity of obtaining specialized services from others.
- 1.2 The ENGINEER will perform project design services and will deliver to the OWNER Final Construction Plan drawings, contract documents, and technical specifications, which drawings, documents, and specifications shall show the character and scope of work to be performed by the contractors on the project(s) together with specifications in connection therewith, prepare probable construction cost estimates, proposal forms to include Bilt Rite certification, notices to bidders, and assist in the preparation of the contract documents for construction of the improvements described herein. Cost estimates prepared for construction and financing shall be made in accordance with good engineering practices. However, the ENGINEER does not guarantee the accuracy of such construction cost estimates when compared to actual costs or contractors' bids since the ENGINEER has no control over construction costs, competitive bidding, and market conditions or financing costs.
- 1.3 After the **OWNER** has given authorization to proceed with the bidding phase, the **ENGINEER** will assist the **OWNER** in the bidding procedure by providing any necessary copies of the Plans and Specifications, attend bid opening, tabulate bids, and prepare a bid report with recommendations for award.
- 1.4 During the construction phase of the project which will commence with the award of the construction contract and end upon the written approval of final payment by the **ENGINEER**, the **ENGINEER** will provide general project services as construction progresses, which services will include the following:
  - a. General engineering observation of the work of the contractors as construction progresses.
  - b. Interpretation of the intent of the drawings and specifications to protect the **OWNER** against defects and deficiencies in construction on the part of the contractors. The **ENGINEER** will not, however, guarantee the performance by any contractor.
  - c. Advise and consult with the **OWNER** as its representative with all of the **OWNER's** instructions to the contractor issued through the **ENGINEER**.
  - d. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract

documents, and during such visits and on the basis of his on-site observations will keep the **OWNER** informed of the progress of the work, endeavor to guard the **OWNER** against defects and deficiencies in the work of the contractors, and disapprove or reject work when it fails to conform to the contract documents, the **ENGINEER** will not, however, be responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.

- e. Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the project and compliance with information given in the contract documents.
- f. Prepare routine change orders as required.
- g. Determine the amount owed to the contractor and approve in writing periodic payments to be made to the contractor by the **OWNER**.
- h. Conduct inspections to determine if the project is substantially complete, and final inspections to determine if the project has been completed in accordance with the contract documents and the contractor has fulfilled all of his obligations so that the **ENGINEER** may approve, in writing, final payment to the contractor.

In providing the services enumerated herein the ENGINEER shall not be responsible for the acts or omissions of the contractors, subcontractors, their agents or employees, or any other persons performing any of the work under the construction contract. The construction means, methods, techniques, procedures, and sequences of construction as well as security and safety precautions and programs required to perform the work in a safe manner shall remain the sole responsibility of the contractor(s) performing the work.

#### Section 2 - Additional Services

2.1 If authorized by the OWNER, the ENGINEER will furnish one (1) or more full-time Resident Project Representatives to be directed by the ENGINEER in order to provide more extensive representation at the project site, but the furnishing of such Resident Project Representation shall not make the ENGINEER responsible for contractor's failure to perform the construction work in accordance with the contract documents. The Resident Project Representative shall perform services as defined in the "Exhibit A – Duties, Responsibilities and Limitations of Authority of Resident Project Representative", as defined by the National Society of Professional Engineers (copy attached). The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER's performance of such detailed construction observation. The ENGINEER's undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.

- 2.2 If authorized by the **OWNER**, the **ENGINEER** will furnish, or obtain from others, additional services of the following types:
  - A. All topographic site survey and related survey work required for design or locating core borings.
    - i. Subsurface Obstructions shown on the drawings.
    - ii. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipe and conduits has been indicated on the survey and recorded as such in good faith. There is no certainty of the accuracy of this information, and the location of underground structures indicated may be inaccurate. Information regarding the reputed presence, size, character, and location of existing underground structures, pipe and conduits was obtained through the Pennsylvania One-Call system subject to limitations of the facility owner providing said information. As identified in the Pennsylvania Underground Utility Line Protection Act the quality of subsurface utility information is characterized as one of four types in accordance with the "ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data CI/ASCE 38-02" as follows:
      - a. Utility quality level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
      - b. Utility quality level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
      - c. Utility quality level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
      - d. Utility quality level D: Information derived from existing records or oral recollections.

For this Engineering/Surveying Services Contract, all existing subsurface utility information presented on the existing conditions drawings is characterized as either Utility quality level C or Utility quality level D. Test hole excavations verifying the information shown on the Contract Drawings were not performed by the Engineer/Surveyor.

- B. All survey work required in the preparation of property boundary, right-of-way, and easement drawings.
- C. Preparation of any and all special reports and/or performance of such services as may be required by the OWNER or any governmental agencies for the purpose of accompanying or supplementing information contained on Federal or State Grant-In-Aid applications and/or the requests of payment of same.
- D. Preparing special change orders requested by the **OWNER**.
- E. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantee provided by the construction contract.
- F. Furnishing the **OWNER**, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by the contractor to the **ENGINEER** and which the **ENGINEER** considers significant.

#### Section 3 - General Consideration

- 3.1 The **ENGINEER** shall secure and maintain such insurance as will protect it from claims under the Workman's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his service under this **AGREEMENT**.
- 3.2 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the **ENGINEER** as instruments of services. The **OWNER** may, at their expense, obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the **OWNER** will use them solely in connection with the project.
- 3.3 The OWNER and the ENGINEER each binds itself and its successors and assigns to this AGREEMENT. Neither the OWNER nor the ENGINEER, shall assign, sublet, or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be considered as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.
- This **AGREEMENT** may be terminated by either party upon sixty (60) days written notice to the other party, with terminal payments to be made to the **ENGINEER** for all services performed to the termination date, including expenses.

3.5 The ENGINEER will deliver two (2) sets of the final drawings and contract documents to the OWNER.

#### Section 4 - Termination of Services

- 4.1 Termination of Service for Cause If, through any cause within the ENGINEER's sole control, the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this AGREEMENT or if the ENGINEER shall violate any of the material covenants, agreements, or stipulations of this AGREEMENT, the OWNER shall thereupon have the right to terminate this AGREEMENT by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, notwithstanding the provisions of Section 3, Paragraph 3.4, all finished or unfinished documents, data, studies and reports prepared by the ENGINEER under this Contract shall, at the option of the OWNER, become his property and the ENGINEER shall be entitled to promptly receive just and equitable compensation for any satisfactory work completed on such documents.
- 4.2 Termination of Service for Convenience of **OWNER** or for Reasons Beyond the Control of the **ENGINEER** If all or any part of the professional engineering services to be performed under the **AGREEMENT** are ordered to be suspended or omitted by the **OWNER** for any reason except "cause" as described in Section 4, Paragraph 4.1 above, including reasons beyond the control of the **ENGINEER**, the **OWNER** agrees to make such order in writing at least 30 days prior to the desired date of termination or suspension of services and to promptly pay the **ENGINEER** for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the method of payment described in Section 4. In case of temporary suspension, the **ENGINEER** shall remain obligated to perform and complete the contract on its part upon written request of the **OWNER** to so resume said service.

#### Section 5 - Professional Liability

- 5.1 All professional services provided under this **AGREEMENT** will be performed, findings obtained and recommendations prepared in accordance with generally accepted engineering and scientific principles and practices and standards of ordinary care. This warranty is in lieu of all other warranties either expressed or implied.
- 5.2 For any damage on account of any error, omission, or other professional negligence, **ENGINEER's** liability shall be limited to compensatory damages only, which shall not exceed the amount of the **ENGINEER's** fee.

# CASTLE SHANNON BOROUGH INVITATION FOR BIDS

Castle Shannon Borough will receive bids for the Traffic Signal Installation project at the following intersection:

Mount Lebanon Blvd traffic signal RRFB flashing warning device

Bids will be received until 10:00 a.m. on Tuesday, June 13, 2023 by Castle Shannon Borough, 3310 McRoberts Rd, Castle Shannon, PA 15234. All envelopes containing bid proposals shall be clearly marked "CASTLE SHANNON BOROUGH TRAFFIC SIGNAL RRFB INSTALLATION". Bids will be publicly opened and read aloud at that time.

Copies of the Bidding Documents may be obtained at the office of Trans Associates Engineering Consultants, Inc., Suite 400, 4955 Steubenville Pike, Pittsburgh, Pennsylvania 15205, upon a non-refundable payment of \$50.00 for each set of plans and specifications.

A certified check or bank draft payable to the order of Castle Shannon Borough, or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount not less than ten percent (10%) of the total bid shall be submitted with each bid. All bids must be submitted on a lump sum basis.

Castle Shannon Borough reserves the right to reject any and all bids or to waive any informality in the bidding.

Bidders must be pre-qualified by the Pennsylvania Department of Transportation and submit proof thereof with their bid.

Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.

Pennsylvania prevailing minimum wage rates will apply.

Bids may be held by Castle Shannon Borough for a period not to exceed forty-five (45) days from the date of opening of Bids for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to awarding the Contract.

Castle Shannon Borough

Katie Stringent Borough Manager Castle Shannon Borough

M6219

May 4, 2023

Council President Heckmann,

I am writing to inform you of my formal resignation from the position of Borough Manager with the Borough of Castle Shannon. I would like to offer my sincere thanks for the opportunity to serve both the board and the community for the last year and a half. With my resignation I will be taking a position in the Community Development Department with Moon Township. This position allows me to return to my passion for land use and planning, where I began my career in local government. My last day with the Borough will be Friday, June 2, 2023.

Throughout my time with Castle Shannon, I have had the opportunity to work with individuals who share a common passion for the success and strength of the community. I have also had the opportunity to work with a staff dedicated to serving the public. I am certain that even in my absence, this hard work and dedication will only continue to shine.

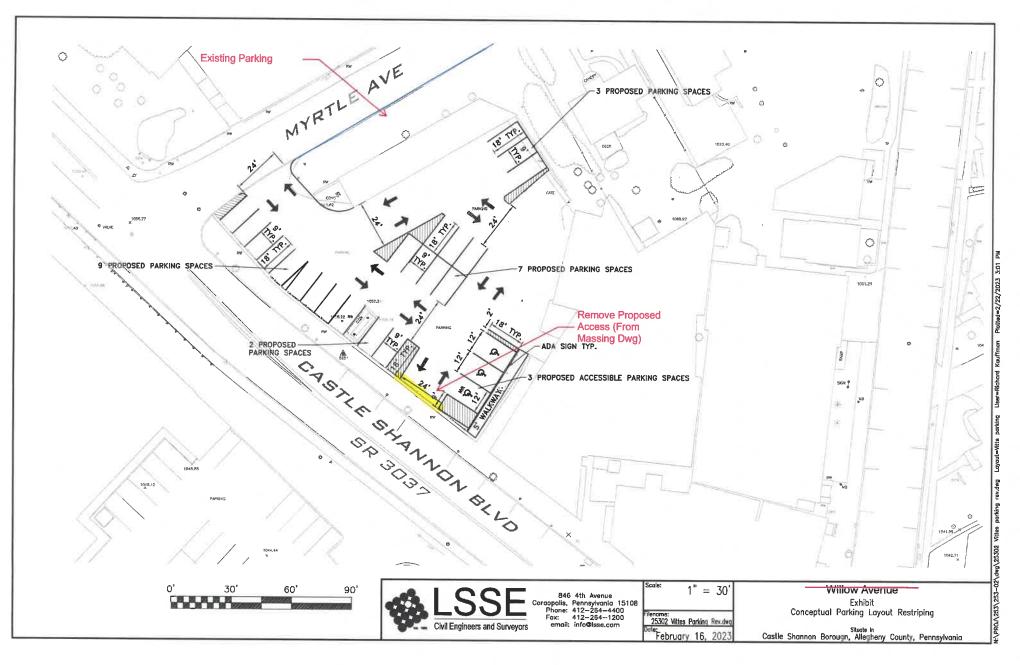
In my remaining weeks with the Borough, I am committed to wrapping up the projects within my capacity and producing comprehensive accounting of all outstanding work. I will produce a complete log of all current work product and projected slated to be begin in the near future.

I again thank Borough Council for the opportunity to serve Castle Shannon and wish the community the best in the future. I will make myself available as necessary should matters arise needing my assistance.

Sincerely,

Katie M. Stringent

M6220



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